TRANSCRIPT OF RECORD.

SUPREME COURT OF THE UNITED STATES

No. 812

CHARLES ROCKHOLD, PLAINTIFF IN ERROR,

vs.

THOMAS ROCKHOLD, WILLIAM D. BLEVINS, LEANDER DRYDEN, JOHN R. DULANY, ROBERT P. RHEA, AND J. A. MURPHY.

IN ERROR TO THE SUPREME COURT OF THE STATE OF TENNESSEE.

FILED OCTOBER 28, 1875.

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1 To the Hon. Seth J. W. Lucky, chancellor for the eastern division of the State of Tennessee, sitting in chancery for the district composed of the county of Sullivan:

The bill of complaint of Charles Rockhold, who resides in the State of Kentucky, filed against Thomas Rockhold, who resides in the State of Kentucky, and William D. Blevins, Leander Dryden, John R. Dulany, Robert P. Rhea, and J. A. Murphy, who reside in Sullivan County.

Humbly complaining, your orator, Charles Rockhold, shows unto your honor that some time in the year 1858, Thomas Rockhold, having first made his last will and testament, departed this life. The said will was afterwards duly admitted to probate and record in the county court of Sullivan County, and the executors therein nominated, to wit: the defendants, Thomas Rockhold and William D. Blevins, having
2 accepted the trust reposed in their hands, were duly qualified, gave bond with the defendants, Leander Dryden, John R. Dulany, and Robert P. Rhea, as their sureties, and entered upon the discharge of their duties.

In consequence of the destruction of the records and office-papers of the county court of Sullivan County, your orator is unable to file a certified copy of the said will, but believes that he can prove the contents thereof, and that the defendant, Blevins, now has in his possession an office-copy duly authenticated.

The testator vested in his personal representatives the power to sell his real estate, provided it could be sold at a minimum price fixed by him; and, if so sold, he further directed that in addition to the ordinary personal security, a lien be retained on the land itself for the purchase-money. He is also possessed of considerable personal estate, the precise value of which cannot, at the time of preparing this bill, be accu-
3 rately stated, but which can be satisfactorily established in the proof on taking the account hereinafter prayed for.

The testator also held choses in action, which came to the hands of his personal representatives, and from which they realized at least the sum of fifteen hundred dollars, and it may be a larger sum than that.

Your orator further shows unto your honor that after bequeathing an annuity to a man of color, named Harry, of thirty dollars, to raise which he directed the sum of five hundred dollars to be placed at interest, the testator gave his entire estate, the proceeds of the real as well as the personal, to your orator and the defendant Thomas Rockhold, inclusive of the five hundred dollars set apart to raise said annuity, which was directed to be paid to them absolutely on the death of the annuitant, an event which has not yet occurred.

Your orator further shows unto your honor that the defendant, Thomas Rockhold, was and is a citizen and resident of the State of Ken-
4 tucky; that though he formally qualified as executor, and may have assisted in the preliminary steps towards the execution of the said will; yet, the business for the most part was done by the defendant Blevins, and was, in the absence of the said Thomas, exclusively managed and directed by said Blevins. The illegal and fraudulent disposition of the assets, which were exclusively in the hands of said Blevins, hereinafter charged, was the act of the latter, done in the absence of the former and without his consent, and to the joint injury of the said Thomas and of your orator.

Your orator further shows unto your honor that on the 13th Feb., 1859, the real estate of the testator, under the provisions of his will,

was sold to the defendant J. A. Murphy, for the sum of six thousand seven hundred and ninety-five dollars and seventy-five cents, payable in three equal annual installments, with interest from the day of sale, and a lien, also the title, was retained in pursuance of the requirement in the will before stated. The purchaser executed his notes for the
5 purchase-money, payable in that many dollars, without qualification, and the said Blevins was informed that the parties in interest demanded the payment of said purchase-money to be made in coin, lawful money of the United States.

Your orator has been informed that an arrangement has been entered into between the said Blevins and Murphy, which was in the absence of your orator and the defendant Thomas, and against their will, by which they pretend that said purchase-money has been paid; your orator is informed and believes that a portion, at least, of the amount was received by said Blevins in the paper known as confederate money, and they are advised that in law this was no payment and the remains in the . Your orator is further informed and believes, and so charges, that the defendant Blevins now pretends that he paid the entire assets in his hands, the proceeds of both the real and personal property, into the hands of M. T. Haynes, esq., who was
6 a receiver under the provisions of the confiscation and sequestration laws of the government of the Confederate States, then so called, as confiscated property, and insists that in consequence thereof he is discharged from further liability and not liable to further account. How the facts are, your orator has no personal knowledge; but assuming that they are as claimed by the said Blevins, your orator is advised that he cannot thus shelter himself from the just demands of the beneficiaries under said will, and avoid the duties of the trust which he assumed and took upon himself. Your orator and the defendant Thomas Rockhold were loyal to the Government of the United States, and residents of the State of Kentucky, and may have come within the provisions of the said confiscation laws; but your orator is advised that said laws were void and of no legal force, and that the act of said Blevins in paying said money into the treasury of the said illegal government was not only without color of law and a gross and wilful devastavit, but tended directly, and was so intended by him, to aid
7 the said illegal government in overthrowing the lawful authority and jurisdiction of the United States by replenishing the treasury, and punishing and impoverishing the enemies and opponents of the said unlawful scheme.

Your orator is informed, believes, and charges that the said Blevins and Murphy voluntarily reported said fund to the said receiver, and that he and the said *said* receiver and the said Murphy all being adherents to the cause of the said unlawful government, confederated and combined together to effect the sequestration and confiscation of the said fund for the said unlawful and oppressive purposes, and for the private advantage of said Murphy.

Your orator further shows unto your honor that the defendant*s* William D. Blevins has been otherwise greatly remiss in the discharge of his said fiduciary duties. He is informed and believes that he has not made settlements as required by law; and, if he has returned an
8 inventory and list of sales, and the paper now before your orator, and which will be filed in proof, is a correct copy thereof, it is not only very imperfect, but calculated to deceive and mislead as to the real value of said estate, whether so intended or not. The entire value of said estate, after paying the expenses of administration, and satisfy-

ing all lawful charges, inclusive of interest lawfully accrued, cannot be less than ten thousand dollars, and may possibly much exceed that sum; yet, notwithstanding the whole estate has long since been reduced to the form of money, and that the time for settlement and final distribution long since passed, the entire amount which the beneficiaries under said will have received is the sum of seven hundred and ten dollars.

The premises considered, the prayer of your orator is, that the parties named as defendants in the caption be made such by due process, publication, and apt words, and required to answer each and every
9 allegation in this bill contained, according to the best of their respective knowledge, information, and belief, and that they be required to file any copy of the said will which they or either of them may have in their possession, or within their reach, or under their control.

And your orator further prays that an account of the said estate be taken and stated, showing the entire value thereof, basing the charges against the defendants, as well as credits in their favor, on the ordinary rules regulating the duties and obligations of persons acting as personal representatives and trustees under lost wills, and the entire amount due to your orator and the defendant, Thomas Rockhold, and from whom.

And, if in any event the said Blevins and his sureties should fail to pay the amount so found to be due, your orator further prays that the real estate be held liable for all such sums as may have been paid therefor in the said confederate money, or otherwise unlawfully paid.
10 And your orator further prays that decrees be pronounced adjudicating the rights and liabilities of all the parties, and for the payment of all such sums of money as may be found due them on adjusting their respective equities. And if your orator has in anything mistaken his remedy, he prays your honor to grant him such other, further, and different relief as he may be entitled to in equity and good conscience.

NETHERLAND & SHIELDS,
Sols. for Compl'ts.

THE STATE OF TENNESSEE,
Sullivan County:

This day personally appeared before me, William Mullenix, clerk and master of the chancery court at Blountville, John Netherland, one of the solicitors of the compl't in the foregoing bill, and made oath in due form of law that Thomas Rockhold, one of the defendants, is a non-resident of the State of Tennessee.

J. NETHERLAND.

Sworn & subscribed before me this 22 March, 1866.
WILLIAM MULLENIX, *C. & M.*

11 *Sub. to ans. Feby. 1st*, 1866.

State of Tennessee. Chancery court at Blountville.

To the sheriff of Sullivan County, greeting:

Summon Thomas Rockhold, Wm. D. Blevins, Leander Dryden, John R. Dulaney, Robert P. Rhea, & J. A. Murphy to appear on the third Monday of May next, before the chancery court at Blountville, to

answer the bill of Charles Rockhold, filed against them in said court, and have you then and there this writ.

Witness William Mullenix, clerk and master of our said court, at office in Blountville, the third Monday of November, 1866.

WILLIAM MULLENIX,
Clerk & Master.

(Endorsed:) Came to hand 20th Apl. Executed on W. D. Blevins and left a copy of the bill with him on the 1st day of May, 1866, and on John R. Dulaney, Leander Dryden, John A. Murphy, and Robert P. Rhea on the 2d day of May, 1866. Thos. Rockhold not to be found in my country.

P. YOATSLEY, *D. Shff.*

12 *Answer of W. D. Blevins.*

Filed Nov. 26th, 1866.

WILLIAM MULLENIX, *C. & M.*

The separate answer of Wm. D. Blevins to the bill of Charles Rockhold filed against him and others in the chancery court at Blountville.

Respondent, reserving the usual benefit of exceptions, answering, says, that he admits the death of Thomas Rockhold, as alleged; and that he and his co-defendant, Thomas Rockhold, jr., were the executors of his will.

Respondent has a certified copy of said will, and admits that the same vested the executors with power to sell the real estate of the testator, but it is erroneously stated in the bills that a minimum price was fixed by the testator upon the same. It is true, as alleged in the bill, that the will directed a lien to be retained on the land till the same should be fully paid for. It is also true that the testator owned some personal estate, which was sold by the executors on the 10th day of Feb'y, 1859, upon a credit of twelve months, for the sum of $920\frac{60}{100}$.

13 The testator owned some choses in action which came to the hands of the executors, but it is erroneously alleged in the bill that at least fifteen hundred dollars were realized out of the same. Said claims were put out for collection about the beginning of the recent war, but owing to the war very little has been collected thereon. The amount realized cannot now be stated by resp't, but he believes the amount collected does not exceed $500.00, if, indeed, that amount. He will show, upon the taking an account, the amount received from the source above mentioned, as well as from all other sources.

There are judgments uncollected, taken upon said choses in action, and whatever amount that may be realized out of the same will be strictly accounted for.

Respondent admits that the testator, by his will, directs that $500.00 of his estate should be put at interest by the respondent, and the interest paid annually to the negro man, Harry, for life; and that the residue of the estate, including the $500, at the death of said Harry,

14 was bequeathed to the compl't and the deft., Thomas Rockhold. The said Harry is still living, as stated in the bill. Respondent also admits that the deft., Thos. Rockhold, is a resident of Kentucky, and that the business of the estate, for the most part, has been transacted by this respondent.

It is true, as alleged in the bill, that the land of the testator was sold

to the deft., Murphy, at the price of $6,795.75, payable in three yearly installments, with interest from date, but it is erroneously stated that the sale was made on the 13th Feb'y, 1859. The notes bear date the 10th day of February, 1859, which was the date of the sale. It is true that the notes given for the purchase-money called for dollars, but it is untrue that respondent was notified that specie would be required by those in interest under the will.

It is erroneously stated in the bill that an arrangement or combination was entered into between respondent and said Murphy, by which said notes, given for said land, were paid, or pretended to be paid, partly in confederate money. No such collusion ever existed, and respondent
15 was opposed to receiving confederate money on the same. Said Murphy paid respondent on said notes, about and before the beginning of the late civil war, about the sum of $2,595.00, and he held a note on respondent for $100.00, which respondent lifted, and the same was to go as a credit upon said notes. The residue upon the notes was paid in confederate money under the following circumstances: Respondent was summoned as a garnishee by the confederate authorities, and required to report what was in his hands belonging to persons residing beyond the limits of the Confederate States; and he was required to report the amount due from said Murphy to said estate, and to collect the same in confederate money, to be paid over to M. T. Haynes, the receiver of the Confederate States in this portion of Tennessee. Respondent thus received of said Murphy, in confederate money, about the sum of $5,004.74, which was paid over to said receiver. This was done contrary to the wishes of respondent, and it was forced
16 upon him by military power that he could not control. The said Murphy had applied to respondent to report to said receiver the estate of the testator for confiscation, but he had refused to do so, and never did do so until summoned, as aforesaid, and interrogatories propounded.

It is erroneously stated in the bill that this respondent claims that he paid the entire estate over to M. T. Haynes as receiver. Some of the claims due the estate are uncollected, and resp't has paid out a considerable amount upon liability of the estate, which he will show upon the taking of the account. Respondent submits the question to the court as to whether or not he is in any way responsible for what he was required to do, against his consent, by military power.

Respondent has not made a settlement of the estate, from the fact that the recent war prevented him from getting the same on a condition to settle.

An inventory of the estate and a list of sales were properly
17 made out and filed with the clerk of the county court, but respondent supposes the same have been destroyed by fire. Respondent still has a list of sales of personal property, which he will produce on the taking of the account.

Respondent does not know what the estate would amount to after paying all expenses and liabilities, but he does not admit that the same will amount to $16,000, as alleged in the bill, even if the amount confiscated as aforesaid should have to be accounted for. He admits that all that has been paid over to the legatees is the sum of $700.00.

Respondent received some confederate money during the recent war, upon sale-notes taken for personal property, the amount of which he will show on taking the account. He received the same only when offered to him, and the same was then received, because respondent believed he was required under military authority to do so. He insists

that he should not be held to account for any of said confederate
18 money transactions with said Murphy, or otherwise, as the same were against his wishes, and the result of war and military power. Respondent asks a reasonable compensation for his services and a credit for proper expenditures and outlays.

At the time respondent received said confederate money from said Murphy and paid the same over to said receiver, the country was under complete military rule, and he acted, contrary to his wishes, under confederate authority, which he was compelled to obey. It is erroneously charged that he confederated with said Murphy, or any one else, to have said estate confiscated. He has acted from the first in good faith towards the compl't and his co-executor, who are the legatees under the will. Upon respondent being summoned by said receiver as aforesaid, he wrote to his co-executor to come and look to his interests, and informed him of what had been done.

19 Respondent will not resist the taking an account in this case, but desires the estate to be settled in your honorable court; and he, having answered, *he* prays the court to protect his rights in the premises.

F. M. FULKERSON,
Sol. for Resp't.

STATE OF TENNESSEE,
Sullivan County:

Personally appeared Wm. D. Blevins, and made oath in due form that the statements contained in the foregoing answer are true to the best of his knowledge, information, and belief.

WM. D. BLEVINS.

Sworn to & subscribed before me, Nov. 20th, 1866.

WM. MULLENIX, *C. & M.*

Answer, J. A. Murphy.

Filed Aug. 15th, 1866.

WM. MULLENIX, *C. & M.*

The separate answer of J. A. Murphy to the bill of complaint filed against him and others in the chancery court at Blountville, by Charles Rockhold.

Resp't, saving and reserving the usual benefit of exceptions to said bill, and not waiving the benefit of demurrer thereto,
20 but expressly claiming the benefit thereof, because, upon compl't.'s own showing, the contract of purchase-money paid, & there is no equity in said bill as against resp't, neverthe ess resp't proceeds to answer the s'd bill, or such parts thereof as he is advised it is material that he should answer.

Resp't admits that Thomas Rockhold, the testator, died about the time stated in the bill, having first made his last will and testament, and that defts. Blevins & Thomas Rockhold were appointed & qualified as executors of said will, and that the other defts. became their sureties, as stated in the bill.

Resp't also admits, that the records, or a large portion of them, were consumed by fire, but he does not know whether deft. Blevins has a copy of said will. Resp't has none. He admits further that his personal representatives were authorized by testator to sell his real estate.

The s'd real estate was sold, and purchased by resp't at a price
21 greater than the minimum price fixed by testator; resp't knows nothing of the value or disposition of the personal estate.

Resp't admits that s'd deft. Thomas Rockhold resided in Kentucky, and although he was qualified as executor, the s'd deft. Blevins, he believes, attended chiefly to the duties of s'd executorship.

Resp't admits that on 13th February, 1859, the real estate of s'd testator was sold, and that he became the purchaser thereof, & executed three notes for the purchase-money, due in one, two, & three years, bearing interest from date, amounting in the aggregate to the sum of six thousand seven hundred and ninety-five dollars & seventy-five cents.

This amount resp't states has been paid in full, and he has a deed, executed by the clerk & master of the chancery court at Blountville, for the s'd tract of land.

The first note was fully paid by the time it fell due; upon the second note suit was brought at the instance of deft. Thomas Rockhold, & was paid to deft. Blevins before judgment was obtained, or
22 shortly thereafter, in the year 1860, or early in the year 1861.

The third and last was also fully paid to deft. Blevins in 1860 or 1862. Resp't denies that any "arrangement has been entered into," between him & his co.-deft. Blevins, to "pretend" that said purchase-money has been paid, but he states that the same has been fully paid by him to s'd Blevins, who was legally authorized to receive it, & that he paid the same in gold in part, chiefly in bank-notes, and a portion of the last note he paid in confederate money, but the precise amount resp't is unable to state. When paid, however, it was equal in value to State-bank currency, & was willingly received by the s'd Blevins, and resp't has received his notes & obtained a deed for s'd land, & the s'd contract is fully executed and performed, & he insists that, having paid a valuable, fair, & full consideration for s'd land, & obtained the title with the assent of s'd executors, & the payment in full of the consideration to their satisfaction, that he is not responsible to
23 compl't for any losses he may have incurred.

Resp't made all his payments to the executor, Blevins, & has his receipt or acquittance for the same, and the compl't has no right to call upon him to account for the failure of the executor to settle with him.

Resp't knows nothing of the amount, if any, paid by deft. Blevins to Receiver M. T. Haynes, but presumes he can answer more satisfactorily upon this point, which concerns himself, but does & cannot affect the rights of resp't. What would be the legal effect of such payments, it is needless for resp't to discuss, as they are properly submitted to the judgment of y'r honor, & cannot alter or in any way affect resp't. His payments were rightfully made to the party authorized to receive them, & compl't must look to the executors for any relief that he may be entitled to.

Resp't denies that he ever reported his indebtedness to s'd executors, or said or did anything calculated or intended to effect
24 the confiscation of s'd fund for any unlawful or oppressive purpose. He did nothing of the sort at any time, nor would he have done the compl't any injury for his own private advantage. This whole charge is false & without the shadow of foundation, so far as resp't is concerned.

Resp't does not know whether deft. Blevins has made settlements with the county court clerk or not. This charge & others affecting s'd Blevins, he leaves for him to answer.

Resp't will exhibit before the final hearing his deed for the s'd tract of land & the evidence of his payment therefor, if required by y'r honor to do so.

Resp't insists that even if the compl't should obtain a decree upon the account prayed for, against deft. Blevins & his securities, and should fail to get satisfaction thereof out of them, he cannot, as he seeks in his bill, in that event assert a lien upon the land.

25 Y'r resp't has bo't & paid for the land. The lien was intended to exist and did subsist upon the land only for unpaid purchase-money, due from the purchaser, and not as a security to the distributees. That purchase-money has been paid, & resp't, of course, now holds the land, under the conveyance to him, discharged of said lien.

Resp't, having fully answered all the material allegations in the said bill contained, and insisting upon the benefit of a demurrer for the causes hereinbefore stated, prays to be hence dismissed with his reasonable costs.

DEADERICKS, *Sols.*

STATE OF TENNESSEE,
Sullivan County:

J. A. Murphy, the deft. in the foregoing answer, made oath in due form of law that the facts therein stated are true, to the best of his information & belief.

J. A. MURPHY.

Sworn to & subscribed before me Aug. 9, 1866.

L. G. DRYDEN, *J. Peace.*

26 *Answer J. R. Delany.—Filed Aug. 8th, 1866.*

The separate answer of John R. Delany to the bill of complaint of Charles Rockhold, filed in this hon. court against him and others.

This respondent, now and at all times hereafter saving and reserving to himself all manner of exception to the many errors in compl't's bill, for answer thereto, or so much thereof as he is advised it is material for him to answer, answering states: That he supposes the date of the death of Thomas Rockhold is correctly stated; that he made a last will and testament, but cannot state what were its provisions, altho' he saw said instrument at or about the time it was proven.

Respondent believes that W. D. Blevins & Thomas Rockhold were nominated as executors in said last will and testament, and gave bond and security as required by law.

27 Respondent shows to your honor, that, at the solicitation of Thomas Rockhold, he agreed to go his security, and did sign the bond for him, and not as the security of W. D. Blevins. The said W. D. Blevins never requested him to go his security, and in signing the bond he did not regard himself as the security of said W. D. Blevins, but as the security alone of the said Thomas Rockhold.

Respondent states that after he signed said bond as the security of the said Thomas Rockhold, the said W. D. Blevins produced Robert P. Rhea, who signed the bond as the security of said Blevins. Respondent has no recollection of Leander G. Dryden's having signed said bond, & he does not believe that he did so. Respondent will insist that he was alone the security of the said Thomas Rockhold, and not the security of the said William D. Blevins, as is charged in the bill. Respond-

ent stated to the said Thomas Rockhold, when he requested him
28 to go his security, that, as he was one of the beneficiaries, there would be no danger, & that he would do so.

Respondent admits that, so far as he is informed, the said W. D. Blevins was the active executor, and did the most, if not all of the business of said estate, the said Thomas Rockhold being a resident of the State of Kentucky.

Respondent admits that the land was sold to J. A. Murphy, but cannot state the amount for which it was sold; but he is advised that he is not called on to answer particularly as to the points in which he is not interested, unless he has some personal knowledge as to the facts.

Respondent has no personal knowledge as to the arrangement charged as having been made between J. A. Murphy & W. D. Blevins, as to the purchase-money for said land, nor does he know what kind of money was paid by the said Murphy to the said Blevins, nor when it was paid, nor how much was paid.

29 Respondent has no knowledge as to how much money his co-respondent paid to M. T. Haynes; but on this point the said Blevins can answer fully; & respondent is advised it is unnecessary for him to answer.

Respondent has no personal knowledge as to the remissness of the said W. D. Blevins, as charged in the bill; cannot state whether he has made a settlement or not, or returned an inventory.

Respondent cannot state what the value of said estate was, but does not believe, from what he knows, that it would amount to more than eight thousand dollars.

Having fully answered, he prays to be hence dismissed, with his reasonable costs.

TAYLOR. *Solicitor.*

STATE OF TENNESSEE,
Sullivan County:

This day personally appeared before me John R. Delany, and made oath, in due form of law, that the facts stated in the foregoing answer are true to the best of his knowledge, information, & belief.

30 JOHN R. DELANY.

Sworn to & subscribed before me this 26th day of July, 1866.

E. D. RADER, *J. Peace.*

Pros. bond.

Filed Nov. 20th, 1866.

WM. MULLENIX, *C. & M.*

State of Tennessee. Chancery court at Blountville.

Know all men by these presents that we, Thomas Rockhold, W. D. Blevins, & John P. Hammer are held and firmly bound unto J. A. Murphy in the penal sum of two hundred & fifty dollars, to the payment of which, well and truly to be made and done, we bind ourselves, our heirs, &c.

Yet void on condition that the above-bound Thomas Rockhold & W. D. Blevins shall prosecute with effect a bill in equity, this day filed by them in the chancery court at Blountville, Tennessee, against the said J. A. Murphy; or, in case of failure therein, shall well and truly pay

and satisfy all costs and damages that may be awarded against
31 them in the premises; otherwise to be and remain in full force and virtue.

Witness our hands and seals this 20th day of Nov'r, 1866.

THOMAS ROCKHOLD, [L. S.]
By F. M. FULKERSON, *Attorney.*
WM. D. BLEVINS. [L. S.]
JNO. P. HAMMER. [L. S.]

O. bill.

Filed Nov. 20th, 1866.

WM. MULLENIX, *C. & M.*

THOMAS ROCKHOLD, A RESIDENT OF WHITLEY County, Kentucky, and William D. Blevins, a resident of Sullivan County, Tennessee, complainants,
vs.
J. A. MURPHY, A RESIDENT OF SAID COUNTY of Sullivan, defendant.

To the honorable T. J. W. Lucky, chancellor for the eastern division of Tennessee, sitting in chancery at Blountville, for the county of Sullivan, in said State:

The complainants would respectfully show to your honor that about the latter part of the year 1858, one Thomas Rockhold died in said county of Sullivan, after having made his last will and testament,
32 in which complts. were appointed executors, and were qualified as such, and in which will is the following provisions, to wit: "I will and devise that my executors, after my decease, so soon as the nature of the case will admit of its being done, make sale of all my personal property, on a credit of twelve months, and require bond, with approved security, of all purchasers, and also sell all my land, the purchase-money payable in three annual installments, bearing interest from date, that is, one-third in twelve months, one-third in two years, & one-third in three years, and that a lien be retained on the land till the purchase-money is all paid, and that the purchaser be required to give bond & security."

In pursuance of said will the complts. sold a tract of land, belonging to the estate of said testator, lying in the 3d civil of said county of Sullivan, adjoining the lan's of Wm. P. Reeves, John Grey, Joseph Smith, and others, north of Holston River. Said sale was made on the 10th Feb'y, 1859, to the defendant, Murphy, at the price of
33 $6,795.75, and notes taken from the purchaser in accordance with the provisions of said will.

The complt., Thomas Rockhold, was a non-resident of the State of Tennessee at the date of said sale, and has been ever since that time. Some time after the execution of said notes, the deft. paid thereon, in bank-notes, to complt. Blevins, the sum of $2,595.60.

Said Murphy held a note on complt. Blevins for $100.00, which was lifted, and was to go as a credit on the notes of said Murphy.

After the beginning of the recent civil war, or rebellion, and after the confederate authorities had commenced confiscating the property and effects of persons residing beyond the limits of the so-called Confederate States, the defendant requested complt. Blevins to report the

money due from him for said land to M. T. Haynes, the confederate receiver, for confiscation, the money being due to complt. Rockhold and one Charles Rockhold, who were residents of the State of Kentucky, under said will.

34 Complt. Blevins refused to report said fund for confiscation, as requested by the defendent, but the same was done by some one, and complt. expressly charge' that the deft. reported said fund for confiscation, or procurred the same to be done. Soon thereafter, the complt. Blevins was garnasheed by the confederate authorities to answer what was in his hands subject to confiscation, and interrogatories were propounded to him by said receiver, which are herewith filed, marked Exhibit A, and prayed to be taken as part of this bill. Complt. Blevins was required to answer said interrogatories, and was directed by said receiver to proceed to collect said notes of defendant in confederate money, and to pay over the same to him for confiscation. The county was then under strict confederate military rule, and complt. Blevins was constrained, under said order, and against his will and desire, to collect the remainder due from the defendant upon said notes in confederate money, and pay over the same to said receiver for

35 confiscation. The amount so received in confederate money was the sum of $5,004.74. Complts. charge that the deft. superinduced this result, either directly or indirectly, in order that he might gain the possession of said notes by the payment of confederate money, which was then abundant, and easily obtained.

After the defendant thus procured the possession of said notes, he applied to complt. Blevins to make him a deed for said land, which he refused to do and never did so.

Thereupon the defendant filed his bill in your honorable court in the early part of 1863, against these complainants, as they are informed, for the purpose of procuring a title to said land. An ex parte decree was taken under said bill on the 19th day of May, 1863, vesting said Murphy with title to the land, and directing the master to make him a deed therefor upon the boundaries being furnished.

The said decree has been preserved, but the bill has been destroyed by fire; and all that complts. know of the object and allegations

36 of said bill is from the recital in said decree, as they never saw the bill nor a copy thereof.

Complt. Rockhold being a non-resident of the State at the time said bill was filed, had no notice of the same, and knew nothing of the existtence of said decree until recently, and since the close of the recent war. He therefore insists that as he has been all the time a non-resident, he has the right to have said decree set aside, and leave granted him to make his defense, and that the statutes of limitation do not preclude him of this right, inasmuch as they have been suspended since the 6th day of May, 1861.

Complt. Blevins was never summoned to answer said bill nor furnished with a copy of the same, that he has any recollection of. If he had been so summoned, and furnished with a copy of the bill, he would not have been permitted to set up a defense; that confederate money was not a legal payment for said land without subjecting himself to mili-

37 tary arrest, by the confederates, who then held complete control of this portion of Tennessee, and the courts of the country were then subservient to their will and power, so far as the currency was concerned.

It is stated in said decree that said purchase-money was fully paid, and that complt. Blevins was willing to make title, but that complt.

Rockhold refused to make the same. This decree no doubt followed the allegations of the bill, and it was erroneous that complt. Blevins was willing to make title as hereinbefore shown. Complainants expressly charge that said Murphy practised a fraud upon the court in concealing the fact that said confederate money had been paid, as above mentioned. The decree was hurriedly taken under peculiar circumstances during the war, when the country was greatly excited and the minds of the people almost entirely taken from civil affairs. The courts were even held under circumstances of terror, and said decree was taken on the very last day that your honorable court was held during the war.

38 The same was taken on the second day of the return term, which complts. insist was premature, as they are advised they had three days to answer, provided they had been legally summoned.

Said term of the court being the last one held as aforesaid, was held amid the scenes and strifes of the recent war, under confederate rule, and adjourned the second day; and, to show your honor how little attention was given to civil matters, it is only necesssary to refer to the fact that on the said second and last day of said term only one other decree was rendered by the court aside from the one above mentioned.

Complts. expressly charge and insist that said decree was hurriedly and prematurely taken under the circumstances above mentioned; that the same was fraudulently obtained, and should therefore be set aside and for nothing held. The said Charles Rockhold, one of the legatees under said will, has filed his bill in your honorable court

39 against these complts. as executors, to hold them to account for the proceeds of said land, in which said Murphy is also made a defendant. In the answer of said Murphy to said bill he states that he has received a deed from the clerk for said land.

Complts. hereby expressly attack the said decree and deed made thereunder, as being illegal and inoperative, on the grounds above set forth, and will insist that the same be set aside.

The premises considered, compl'ts pray that the said J. A. Murphy be made a defendant to this bill with apt words, &c.; that process issue to bring him before the court; that he be required to answer the above allegations fully, and in every particular upon oath; that this cause be consolidated with the one under the bill of said Charles Rockhold, and heard with the same; that said defendant be required to file with his answer the deed made to him by said clerk under said

40 decree; that upon the hearing, a decree be made declaring said decree and deed inoperative, and setting the same aside, and, if necessary, giving compl'ts leave to defend the bill of said Murphy; that said defendant be required to file with his answer the above-mentioned notes; that a decree be made declaring them to be in full force and unpaid, with the exception the credit they are entitled to for the amount of bank notes paid as aforesaid; that a decree be rendered against said defendant for the amount due upon said notes, and said land ordered to be sold for the payment thereof; and they pray for all such other, further, and different relief that equity and good conscience will entitle them to.

F. M. FULKERSON,
Sol. for Compl'ts.

Exhibit A to bill of exc's of Thos. Rockhold, dec'd.

Interrogatories of the receiver.

To Wm. D. Blevins in his own right & as executor, (Paperville:)

SIR: You will please file written answer, sworn to before some jus-

tice of the peace, or the confederate court clerk, to the following
41 interrogatories:

1st. Have you now or have you had in your possession, or under your control, since the twenty-first day of May last, (1861,) and if yea, at what time, any land or lands, tenement or tenements, hereditament or hereditaments, chattel or chattels, right or rights, credit or credits, within the Confederate States of America, held, owned, possessed, or enjoyed for or by an alien enemy, or in or to which any alien enemy had, and when, since that time, any right, title, or interest, either directly or indirectly?

2nd. If you answer any part of the foregoing interrogatory in the affirmative, then set forth specifically and particularly a description of such property, right, title, credit, or interest; and if you have disposed of it in whole or in part, or of the profit, or rent, or interest accruing therefrom, then state when you made such disposition, and to whom; and where such property now is, and by whom held.

3rd. Were you, since the twenty-first day of May, 1861, and if
42 yea, at what time, indebted, either directly or indirectly, to any alien enemy or alien enemies? If yea, state the amount of such indebtedness, if one, and of each indebtedness, if more than one; give the name or names of the creditor or creditors, and the place or places of residence, and state whether, and to what extent, such debt or debts have been discharged, and also the time and manner of the discharge.

4th. Do you know of any land or lands, tenement or tenements, hereditament or hereditaments, chattel or chattels, right or rights, credit or credits, within the Confederate States of America, or any right or interest held, owned, possessed, or enjoyed, directly or indirectly, by or for one or more alien enemies, since the twenty-first day of May, 1861, or in or to which any one or more alien enemies had since that time any claim, title, or interest, direct or indirect? If yea, set forth specifically and particularly what and where the property is, and the name and residence of the holder, debtor, trustee, or agent.

43 5th. State all else that you know which may aid in carrying into full effect the sequestration act of the 30th August, 1861, and state the same as fully and particularly as if thereunto specially interrogated.

MATTHEW T. HAYNES,
Receiver for the Eastern District of Tennessee.

RULE.—Garnishees, to whom written or printed interrogatories are addressed, may make appearance by filing written answers, sworn to before a justice of the peace, or other competent officer, unles specially ordered by the court to appear in person.

MATTHEW T. HAYNES,
Receiver, &c.

Subpœna to an's., iss'd Nov. 21st, 1866.

STATE OF TENNESSEE,
Sullivan County:

To the sheriff of Sullivan County:

Summon J. A. Murphy to appear on or before the day of May next, before the chancery court at Blountville, to answer the bill of Thomas Rockhold and W. D. Blevins, and have you then and there
44 this writ.

This 21st day of Nov., 1866.

WILLIAM MULLENIX,
C. & M.

(Endorsed:) Recd. 30th Nov., 1866. Executed, by reading the within subpœna to John A. Murphy, and left a copy of bill on the 4th of Dec., 1866.

G. W. SELLS,
Sheriff.

Answer of J. A. Murphy.

Filed Jan. 14th, 1867.

WM. MULLENIX, *C. & M.*

The answer of J. A. Murphy to the bill of complaint of Thomas Rockhold and Wm. D. Blevins, executors of Thomas Rockhold, dec'd, filed against him in the chancery court at Blountville.

Resp't is advised that the s'd bill of comp'lts is demurrable, and accordingly he doth demur to the same, and for cause of demurrer sets down & shows the following:

Upon compl't's own showing, the contract impeached in the bill is an executed contract, and it is not competent for a court of chancery to inquire into the consideration paid, under the state of facts made
45 out by the bill.

The whole transaction having been completed and a deed executed for the land, and the full consideration therefor paid, the compl'ts cannot be allowed to take advantage of their own act in receiving confederate money, to the prejudice of resp't.

3. If any of the parties in interest can be heard to complain of compl'ts, or either of them, the must meet the responsibilities of their own acts, and cannot be allowed to hold resp't responsible to them for any loss sustained by reason of the payment of confederate money voluntarily received.

Resp't saving and reserving the usual benefit of exceptions to the many errors and insufficiencies in said bill contained, for answer to so much thereof as he is advised it is material for him to answer unto, answering says:

That he admits that Thomas Rockhold, sr., died about the time stated in the bill, first having made his last will & testament, by which compl'ts were appointed & qualified as his executors; that
46 by said will s'd executors were empowered & directed to sell testator's real estate as stated in the bill, or one, two, & three years' credit, as stated in the bill, and that pursuant thereto the compl ts sold the tract of land in the bill mentioned, & that yr. resp't became the purchaser, at the price and upon the terms stated in the bill.

Resp't states that the compl't Rockhold, was a non-resident of the State at the time of the sale of s'd land, as he was also at the time of the making of the will, and for sometime previous thereto.

At the time of the sale of s'd land, the compl't, Rockhold, was present, but returned to his home a short time thereafter, leaving the notes of yr. resp't, and other business in the hands of his co., compl't, Blevins, to be settled by him.

Resp't states that the first note was paid in full by him during the years 1859 & '60, and no pretext for paying that a second time is urged in the bill.

47 Said note is much mutilated, but, as required by compl ts it, with the endorsements thereon, is herewith filed, marked No. 1, and resp't prays that it may be taken as a part of this answer. The

first note was fully paid soon after it fell due. The note of $100 mentioned in the bill as due from compl't Blevins to resp't, was in fact for $110.50, including interest, & was credited in a settlement made between him & resp't upon the last two notes; s'd settlement is in the handwriting of comp'lt Blevins, and was made 20 Aug., 1862, and is herewith filed, marked Exhibit A, & prayed to be taken as a part of this answer.

From s'd settlement, it will appear that all of said notes was paid at the date of said settlement, except $559.28, and the 3d note herewith exhibited & marked 2, or the indorsements of credits thereon, will show that the s'd balance was paid within about a month thereafter.

Some of these payments were made and receipts taken there-
48 for; others were credited on the notes, and when Exhibit A was made, respt. surrendered to complt. Blevins all the receipts he had taken for payments.

Upon the second note, a suit was instituted at the instance of complt. Rockhold, to whom s'd Blevins delivered s'd note for that purpose in the circuit court of Sullivan County. After suit was brought, and, as respt. remembers, before any judgment was obtained, he paid the same in full to complt. Blevins. This note was destroyed by the burning of the court-house in Blountville, & of course respt. is unable to produce it.

Respt. denies that he at any time requested complt. Blevins to report to M. T. Haynes, receiver, the money due from him for said land.

The second note had been placed in the hands of. S'd M. T. Haynes for collection by the complt. Rockhold himself. S'd Haynes knew that respt. had purchased the land, & that he owed part of the purchase-
49 money, and respt. had no motive to induce him make any such request, even he had desired it, which he did not. He could, himself, have reported his indebtedness to complts., & have secured the privilege, if it could have been considered one, of paying the debt in confederate money. Nor did respt. report said fund to s'd Haynes, nor did he procure it to be done directly or indirectly, and respt. regrets that the complt. Blevins should make this false charge against him for the purpose of patching up an excuse for himself and making the false appearance of having been forced to receive confederate money, and to report the same unwillingly to the confederate receiver. When the truth is, the s'd Blevins never objected to receiving confederate money at any time, and he knew, as respt. believes, that M. T. Haynes, who resided in Blountville, & had one of the notes for the land, on y'r respt. for collection, knew of respt.'s indebtedness for said land. Exhibit A to the bill, not being
50 copied into or with the copy furnished respt., he is advised it is not material for him to answer anything in regard to it, except to repeat that he has nothing to do, directly or indirectly, with procuring it to be issued or served upon the complt. Blevins, or with reporting his indebtedness for said land.

Respt. is not able to state precisely the amount paid by him in confederate money, but he states that the first note was wholly paid in bank-notes and specie.

On the 2nd & 3rd note, respt. paid in good money, at different times, eleven hundred dollars; at another time $300, in Virginia money; at another time $297, in bank-notes. Respt. then paid $200 in bank money, Blevins' note, $110.50. All the sums were paid after the first note was lifted, & before there was any confederate money in circulation. These sums respt. remembers; he also knows that other sums in bank-notes were paid by him, but the times & amounts of such payments he does

51 not remember. Upon the last note, however, it will appear that on the 14th Decr., 1860, he paid $67.46, which could not have been in confederate money. This credit respt. charges is in the handwriting of complt. Blevins, as are all the credits upon No. 1 & No. 2. From the dates of said credits, it will appear to y'r honor that all the payments were made before there was any material depreciation upon the bank-notes or confederate notes.

Resp't denies that he paid $5,004.74 to compl't Blevins in confederate money for said land. He believes that he paid over one thousand, but is satisfied that he paid less than $2,000 in that money. But he utterly denies that he paid it to him against his will, or that he ever, from the first payment to the last, hesitated or expressed any repug-
52 nance to receiving it when offered, and freq' applied to resp't for money on s'd notes, and always expressed his willingness to receive confederate money, having, as he expressed himself, full confidence in its ultimate redemption.

The amounts endorsed on s'd notes, and the am'ts of payments shown in Exhibit A, prove the willingness and readiness of compl't Blevins to receive payments, as resp't again repeats his denial that he either directly or indiretly, forced confederate money upon him. He is surprised that resp't should make such charges, as he knows he will be wholly unable to sustain them by an' credible proof, and the present case is only another additional proof of the melancholy influence that self-interest may exert over one whom he has heretofore regarded as an upright man.

No unpleasant difference ever took place between resp't & s'd Blevins in the course of the transaction. He always seemed willing to accept
53 even small sums when resp't could pay them, & made the settlement himself & surrendered the last note, the second one being on file with the papers in the suit brought against him.

Resp't did, after he had fully paid for s'd land, apply to s'd Blevins for a deed. He replied that he could not make a deed, as Rockhold was not here to join in it, but, said he, you can get a title by filing a bill, and file your bill, and I will not defend it. Acting upon the advice of said compl't Blevins, resp't did file his bill and a decree was pronounced therein as stated, & y'r resp't will refer to the proceedings in s'd cause upon the final hearing.

Resp't states that the proceedings in said cause were regular, & that the compl't was regularly before the court, and he assented to said decree, and is concluded thereby.

Resp't has rec'd the deed of the clerk & master, which is hereto annexed, marked "Exhibit B," which he prays may be taken as part of this answer.

The s'd compl't Rockhold may have had no actual notice, but
54 he had legal notice by publication, &c., & is concluded by the s'd decree.

Resp't states that the statute of limitations do not apply so as to allow the deft. the benefit of their suspension in his application to make defence to a bill filed & disposed of more than 3 years before the compl'ts filed their bill.

As before stated, compl't Blevins advised resp't to file his bill to get his title, & was summoned, and assented to the decree, because he knew resp't had honestly paid for the land & was entitled to a deed therefor, and he never desired to set up any defence to s'd bill, & well knows he could have safely done so if he had desired. But his whole defences, or rather charges, are after-thoughts, as he well knows, and resp't denies

that he practiced any fraud by concealing the payment of confederate money or otherwise. In this whole transaction, he has acted fairly and in good faith, as compl'ts well know.

55 And he insists that the decree for title to s'd lands were rightfully and lawfully made by a court of competent jurisdiction, & that the same cannot now, for any cause, be impeached, & that compl't have no right to disturb him in the possession of the land which he bought fairly, & honestly paid for.

Resp't has answered the bill of compl't Rockhold, now pending in y'r hon. court, & is willing that that case be heard with this, & insists that if s'd Charles has any, remember it is against resp't Blevins & not against him.

Complt. having fully answered all the material allegations of said bill, & insisting upon the benefit of the demurrer herein before taken, prays to be hence dismissed with his reasonable costs.

DEADERICKS, *Sols.*

STATE OF TENNESSEE,
Sullivan County:

56 J. A. Murphy, the complt. in the foregoing answer, personally appeared before the undersigned & made oath in due form of law that the facts therein stated are true, to the best of his knowledge, information, & belief.

J. A. MURPHY.

Sworn to & subscribed before me, Jany. 15th, 1867.

E. D. RADER, *J. Peace.*

Exhibit No. 1 *to ans. of J. A. Murphy to the bill of Rockhold & Blevins, exrs.*

$2,265.25. Twelve months after date, with interest from date, we, or either of us, promise and bind ourselves to pay to Wm. D. Blevins & Thomas Rockhold, the executors of Thomas Rockhold, decd., two thousand two hundred & sixty-five dollars and twenty-five cents, for value received of them.

Witness our hands and seals, this 12th day of February, 1859.

Recd. sixty dollars, June the 10th, 1859.
Recd. two hundred dollars, Sept. 9th, 1859.
$120.00. Received one hundred & twenty dollars, March the
57 10th, 1859.
Recd. two hundred & eighty-five dollars, February 13th, 1860.
Recd. twenty-two dollars in money & one hundred & thirty
A. Murphy, dr. At same time, one accepted order
Tho. Rockhold, for three dollars, making the sum of $155.00.
April 26th, 1859.
In bank-notes at May 16th . Chancery.
One hundred dollars, Oct. 12, 1859; hundred dollars, 2d Novr.,
1859; hundred & seventy-five dollars, 30th Jany., 1860.

Exhibit No. 2.—*Note* $2,265.25.—*J. A. Murphy.*

$2,265.25. Three years after date, with interest from date, we, or either of us, promise and bind ourselves to pay to Wm. D. Blevins &

Thomas Rockhold, the executors of Thomas Rockhold, decd., two thousand two hundred & sixty-five dollars and twenty-five cents, for value received of them.

Witness our hands and seals, this 12th of February, 1859.

58 J. A.
JOHN.

(Endorsed:)
Bal. due to date, $559.28.

AUGT. 20TH, 1862.—$300. Recd. three hundred dollars.
SEPT. 3D, 1862. Recd. $100.
30TH SEPT., 1862. Recd. 150.

, 1862.

$67.46. Recd. on this note sixty-seven dollars & forty-six cents, 14 Decr., 1860.
$685. Recd. on this note six hundred & eighty-five dollars, this 31st March, 1862.

W. D. B.

200. Recd. two hundred dollars, July 22, 1862.
$100. Recd. one hundred dollars, 7th Augt., 1862.

Exhibit A.—Settlement J. A. Murphy & W. D. Blevins.

Settlement J. A. Murphy & Wm. D. Blevins, 20th Augt., 1862.

		m.	days.				
No. 1.	Receipt.			$160 00			May 13, '61.
	Inst.	15	7	12 18			
" 2.				275 00			June 1, '61.
	Interest	14	20	20 16			
59 " 3.				150 00			July 11, '61.
	Inst.	13	10	10 00	$4,530 50		
" 4.				200 00	957 44		Sept. 1st, '61, interest 3 yrs. 6 months & 8 days.
	Interest	11	20	11 66	5,487 94		Amt. prin. & int.
" 5.				200 00	4,928 66		Dec. 10th, '61, amt. credits.
	Interest	8	10	8 66	559 28		Balance due.
" 6.				1,150 00			Jan. 18, '62.
	Inst.	7	2	40 63			
" 7.				425 00			Feb. 13, '62.
	Intr.	6	7	13 24			
" 8.				685 00			March 31, '62.
	Inst.	4	20	15 95			
" 9.				300 00			April 20, '62.
	Inst.	3	25	5 75			
" 10				200 00			May 22d, '62.
	Interest	3	18	3 60			
" 11.				150 00			May 19, '62.
	Interest	3	00	2 25			
" 12.				300 00			June 2, '62.

	Interest	2 13	3 65	
" 13.			200 00	..... July 22, '62.
	Inst.	6 29	96	
	" 14.		100 00	..... Aug. 2, '62.
60	Interest	0 13	21	
	No. 15.		100 00	..... Aug. 19, 1862.
Receipt on note			67 46	
Interest		26 6	6 80	
My note			110 50	..... Aug. 20 '62.
			$4,928 66	..... Amt. credits.

Exhibit B.—Copy of deed G. F. Gammon, C. & M., to J. A. Murphy.

This indenture, made & entered into this 30th day of May, 1863, by and between Geo. F. Gammon, C. & M., of the chancery court at Blountville, Sullivan County, Ten., of the one part, & John A. Murphy, of the other part, all of the county of Sullivan & State of Tennessee, witnesseth, that said John A. Murphy filed his bill in said court of chancery vs. William D. Blevins, extr. of Thos. Rockhold, decd., & others.

And whereas, at the May term, 1863, of said court a decree was made in said cause in which it was decreed that the extrs. Wm. D. Blevins & Thos. Rockhold, by virtue of authority vested in them by the will of said Thos. Rockhold, sold the tract of land in
61 the pleadings mentioned to complt. Jno. A. Murphy for $6,795$\frac{75}{100}$ & duly agreed & bound themselves to make him a title when the purchase should all be paid, & that said purchase-money has all been paid and satisfied. And whereas it further appearing from said decree that deft. William D. Blevins is willing to make a deed of conveyance to complt., but said Thos. Rockhold neglects and refuses so to do. And whereas at the said May term, 1863, of s'd court, the chancellor was pleased to order, adjudge, & decree that all the right & title of said ex'trs of s'd last will & testament, as well as all the right & title of all the legatees under said will, who are all before the court in this case, in & to the said tract of land, be, & the same are hereby, divested out of them & vested in the complt. and his heirs forever.

And it is further ordered & decreed the clerk & master shall make to the complt. John A. Murphy a deed in fee-simple for said tract of
62 land, upon being furnished with the proper description thereof.

And whereas in consideration of the premises & by virtue of authority in me by law & said decree of court vested, I have bargained & sold, & by these presents do bargain, sell, & convey, unto him, the said John A. Murphy, his heirs & assigns, the said 266½ acres of land, & known in the pleadings as the Thos. Rockhold tract of land, containing by survey two hundred & sixty-six & one-half acres, be the same more or less, which is situated in Sullivan County, district No. , adjoining the lands of Benjamin Booher, Millard's, Rean's, & others, the courses & distances of which are as follows:

Beginning at a planted rock on Benjamin Booher's li*en*, and with the same S. 68 W. 18 poles and 9 links to a large poplar, & with his line S. 69 W. 84 poles to a ches'nut, with Millard's old line N. 63½ W. 40 poles to a white oak in line with said old line, N. 78½ W. 171
63 poles to his corner, Spanish oak on Weaver's line, & with the same N. 5 W. 78 poles to a planter*s* rock near a white oak, with a line of land sold N. 78¼ E. 24 poles to a planted rock, with a line of the same N. 8¾ W. 20 poles & 10 links to a planted rock near two marked

white oaks, with Rean's line N. 78 E. 170 poles to a planted rock, with his line & Gray's line N. 66 E. 58 poles to two white oaks above the head of a spring, with Gray's line S. 24 E. 71 poles & 11 links to a planted rock, Booher's corner, with several of Booher's lines & corner, S. 17 E. 20 poles & 19 links to a planted rock, S. 31½ poles, crossing a branch, to a planted rock S. 83½ W. 4 poles to a planted rock, S. 12 E. 4 poles to a planted rock, S. 59 E. 27 poles to a planted rock in a line, S. 10 E. 24 poles to the beginning, containing 266½ acres, be the same more or less.

And I do further hereby warrant & defend the title to said tract of land unto him, the said John A. Murphy, his heirs & assigns, as
64 far forth as by law & said decree*cree* of court it is incumbent on me to warrant & defend the same, but no further or otherwise.

In testimony whereof I have hereto set my hand & affixed my seal private, having no official seal, the day & date first above written.

GEO. F. GAMMON, *C. & M.*

Witnesses:
WM. GAMMON,
JOHN L. RHEA.

STATE OF TENNESSEE,
Sullivan County:

Personally appeared before me William C. Snapp, clerk of the county court for said county, Wm. Gammon & John L. Rhea, subscribing witnesses to the within deed, who, being first sworn, deposed and said that they are acquainted with George F. Gammon, the bargainor, and that he acknowledged the same in their presence to be his act and deed upon the day it bears date.

65 Witness my hand, at office, this 20th day of November, 1865.

WM. C. SNAPP, *Clk.*

Rec'd & registered the foregoing deed & certificate the 21st day of Nov., 1865, at 2 o'clock p. m.

N. J. PHILLIPS, *Regr.*,
By F. STURM, *D. Regr.*

STATE OF TENNESSEE,
Sullivan County:

I certify that the foregoing is a true transcript of record in the register's office of said county, & that the same is recorded in vol. 21, pages 124, 125, & 126.

Given under my hand, at office in Blountville, this the 17th day of November, 1868.

F. STURM, *Regr.*

Affidavit J. Netherland.

Filed Aug. 15th, 1867.

N. J. PHILLIPS,
D. C. & M.

STATE OF TENNESSEE,
Hawkins County:

Personally appeared John Netherland, as agent of Robert Rockhold, the administrator of Thomas Rockhold, dec'd, before me, James R. Pace,

clerk & master of the chancery court of Hawkins County, and made oath, in due form of law, that on the day of May, 1863, a
66 decree, final, was rendered against the said Thomas Rockhold and one William D. Blevins, in the chancery court at Blountville, in the case of John A. Murphy against said Thomas Rockhold and said Blevins; that at the time of the commencement of said suit, the said court, or the place where the same was held, was within the occupancy or control of the so-called confederate government; that it was impossible, because of such occupancy or control, for the said Thomas Rockhold to appear and defend said suit as required by the laws of this State and the practice of said court, and that the said Thomas Rockhold in his life-time had, and his said administrator now has, a good legal or equitable defense to said suit.

J. NETHERLAND.

Sworn to and subscribed before me this 9th August, 1867.

J. A. PACE, *C. & M.*

67 *Petition.—Filed Aug. 15th, 1867.*

To the honorable Seth J. W. Lucky, chancellor for the eastern division of Tennessee, sitting for the county of Sullivan at Blountville:

The petition of Robert Rockhold, administrator of Thomas Rockhold, decd., would respectfully show to your honor, that about the latter part of the year 1862, or early in 1863, one John A. Murphy filed his bill in your honorable court against the said Thomas Rockhold and one Wm. D. Blevins, for the purpose of procuring a decree for title to a tract of land lying in Sullivan County, which said Murphy had purchased of said defendants under the provisions of the will of Thomas Rockhold, jr., decd.

At the May term, 1863, of said court, and on the second day of the return term of said cause, and before the expiration of the time allowed by law for an answer to be filed, a final decree was taken in said cause in favor of said Murphy, decreeing to him the title to said land.
68 At the time of the rendering of said decree the country was under great excitement, owing to the then existing war, and but little attention was given to the business of the courts.

It is evident that said court adjourned in great haste, on the said second day of its term, as there only one other decree rendered on that day, and the court never sit afterwards during the war.

Thus, it will be seen by your honor that if said defendants had appeared on Wednesday of the term to file their answer, as the law authorized them to do, they could not have done so, because a final decree had been entered on the previous day, and which decree they could not have then set aside, because the court had, on the previous day, adjourned finally for that term, and never again met until after the close of the war, as above stated.

The said Thomas Rockhold, at the time of the filing of said bill and the rendering of said decree, was a resident of the State of Kentucky,
69 and it was then impossible for him to appear at the place of holding said court on account of the same being then held and occupied by the military force of the so-called Confederate States.

It is set forth in the recitals of said decree that said land had been paid for by said Murphy. The truth is, the larger portions of the payments made were in confederate money, an illegal currency, which fact

the said Murphy concealed from the court in his hot haste to obtain said decree.

Said Thomas Rockhold recently died intestate, and petitioner has been appointed his administrator by the county court of Sullivan County, and has accepted the trust.

Some time before the death of said Thomas, he and the said Blevins filed their bill in your honorable court against said Murphy, attacking said decree and asking that the same be set aside. Said cause is still pending in the court undisposed of. Petitioner, as the administrator of said Thomas Rockhold, makes this application by petition and
70 affidavit, under the act of the legislature of the 6th of March, 1867, to have said decree set aside, with leave to answer and defend, as the representative of the said Thos. Rockhold, decd., who was one of said original defendants.

Petitioner prays that this petition and the affidavit made in pursuance of said act of assembly be consolidated with and made a part of the bill filed by his intestate and said Blevins; that said Murphy be made a defendant to this petition by a service of a copy of the same and a summons to answer on him; that he be required to answer the same under the rules of the court; that on the hearing said decree be set aside, vacated, and for nothing held; that petitioner be permitted to answer the bill of said Murphy, and to make all legal defences thereto; that said land be decreed to sold to discharge the purchase-money due thereon from said Murphy.

71 And he prays for all such other, further, and different relief that equity and good conscience will entitle him to.

FULKERSON,
Solicitor.

Sub. to ans.—Iss'd Aug. 15, 1867.

State of Tennessee, chancery court at Blountville.

To the sheriff of Sullivan County, greeting:

Summon John A. Murphy to appear on the third Monday of Nov. next before the chancery court at Blountville, to answer the bill of Robert Rockhold, filed against him in said court; and have you then and there this writ.

Witness William Mullenix, clerk and master of our said court, at office in Blountville, the third Monday of May, 1867.

WILLIAM MULLENIX,
Clerk & Master.

(Endorsed:) Came to hand Sept. 1st, 1867. Executed by reading the within subp. to John A. Murphy, and left a copy of bill on the 5th day of Oct., 1867.

G. W. SELLS, *Shff.*

Demurrer.

Filed Nov. 20th, 1867.

WM. MULLENIX, *C. & M.*

In chancery, at Blountville, Tennessee.

ROBERT ROCKHOLD, ADMR. OF THOS. ROCKhold, decd.,
72 *vs.* } Demurrer.
JOHN A. MURPHY.

The said deft., John A. Murphy, by his solicitor, not confessing or denying all or any of the matters in the complt.'s petition contained, doth demur thereto; and, for cause of demurrer, sets down and shows the following, to wit:

1st. Upon complt.'s own showing the contract impeached in the petition is an executed contract, and it is not competent for a court of chancery to enquire into the consideration paid under the state of facts made out by the petition.

2nd. The whole transaction having been completed, and a deed executed for the land, and the full consideration therefor paid, the complt. cannot be allowed to take advantage of an act binding on his intestate, to wit, the receiving of confederate money to the prejudice of deft.

3rd. The complt. must meet the responsibilities of the act of his intestate and intestate's co-executor, W. D. Blevins, for any loss sus-
73 tained by reason of their having voluntarily received confederate money from this deft. for a debt due to them.

6th. The provisions of the act of Mar. 6th, 1867, under which this petition was filed, are not applicable to this case, because intestate's co.-executor, W. D. Blevins, was not a non-resident, & had notice of the proceedings complained of, nor were the proceedings complained of commenced by attachment, as required to fall within the provisions of s'd act.

For these and other reasons to be shown in the argument, deft. does demur, and prays the judgment of the court, whether he is bound to answer otherwise than by demurrer.

DEADERICKS, *Sols.*

Copy of will.—Thomas Rockhold.

In the name of God. Amen.

I, Thomas Rockhold, of Sullivan County, and State of Tennessee, considering the uncertainty of this mortal life, and being of sound mind and memory, blessed be Almighty God for the same, do make and publish this my last will & testament, in manner and form following:

74 I will and direct that my executors pay all my just debts and funeral expenses out of the first money that may come into their hands after my decease.

Whereas I have furnished my sister, Patience Royston, land to live on upwards of twenty years past, and also have given, by deed of gift, to Viney & Polly Royston, sister Patience' daughters, forty-seven acres of land, on which they now live, with their mother & themselves, I, therefore, neither will my sister Patience or any of her children anything.

William Rockhold is wealthy; for that and other reasons best known to myself, I neither will him or any of his children any part of my property, either real or personal.

In a subsequent item or devise I shall will to my brother Charles what I intend him to have out of my estate.

Brother Francis Rockhold is dead. I have heretofore given him and

his sons several thousand dollars; for these reasons I do not will
75 his children anything, except his daughter Sarah Blevins, who, if I conclude to will anything or any part of my estate, I will make provisions for her by supplement or codicil.

Sister Elizabeth is dead, and I having understood her children are wealthy, I, therefore, do not will any of her children any part of my estate.

Sister Constance is dead, and inasmuch as I have given her grandchildren, that is the children of Eliza Odell, between nine hundred and one thousand dollars, I, therefore, do not will her children any part of my estate, real or personal.

I will and devise that at my death my black man Harry shall be free, and that my executors take the necessary steps to enable Harry to obtain his freedom; and it is further my desire, and I will and direct, that my executors pay to my black man Harry thirty dollars annually for & during his natural life, and I will and direct that Wm. D. Blevins retain in his hands five hundred dollars for and during the life-
76 time of my black man Harry, which sum of five hundred dollars shall be placed at interest, & the interest to be paid to Harry annually by the above-named Wm. D. Blevins, one of my executors, hereinafter named.

Whereas suit having been instituted by me, in our chancery court at Blountville, for a certain slave for life named Emily, and her issue; now, if I should succeed in obtaining said slave (Emily) and her children, that is, all that she now has, or may hereafter have, I will and devise that said slave (Emily) and all her children shall be free & emancipated, and I further will and so direct that my executors, at the proper time, shall institute such proceedings in our court as shall be necessary to obtain their freedom papers.

I will and devise that my executors after my decease, so soon as the nature of the case will admit of its being done, make sale of all my personal property, on a credit of twelve months, and require bond with approved security of all purchasers, and also sell all my land, the
77 purchase-money payable in three annual instalments, bearing interest from date, that is, one-third in twelve months, one-third in two years, & one-third in three years, and that a lien be retained on the bond till the purchase-money is all paid, and that the purchaser be required to give bond & security.

I will and devise that, after all the divises in my will, and all expenses in settling the business of my estate are paid and satisfied, my will is, & I so devise, that my brother, Charles Rockhold, and his son, Thomas Rockhold, now residing in Whitley County, Kentucky, shall have all my estate that may remain in the hands of my executors after settlement as before named is made, to be divided between them, share and share alike; but in the event that either one or both (that is brother Charles & his son Thomas) of them should die before me, then & in that case I will and direct that all the estate heretofore in this my last will devised *devised* to brother Charles Rockhold and his son Thomas
78 Rockhold be equally divided between the children of my brother Charles Rockhold, share & share alike.

I also nominate and appoint Thomas Rockhold (son of brother Charles) and Wm. D. Blevins my executors to this my last will, hereby revoking and making void all other wills by me at any time made.

In witness whereof I have hereunto set my hand & affixed my seal this 23d day of November, 1858.

THOMAS ROCKHOLD. [SEAL.]

Signed, sealed, and acknowledged in our presants, & at his request we have subscribed our names as witnesses—

WILLIAM G. ODELL,
JOSEPH L. SMITH,
J. A. MURPHY. } Prov. 3 Jan., 1859.

(Endorsed, viz:) Thomas Rockhold's will.

STATE OF TENNESSEE,
Sullivan County:

I, John C Rutledge, clerk of said county court, do hereby certify the foregoing to be a true, full, and perfect copy of the last will and
79 testament of Thomas Rockhold, as appears of record in my office.

Given under my hand and official seal, at office in Blountville, this 13th day of January, 1859.

JOHN C. RUTLEDGE, *Clerk.*

Decree May 19th, 1863.—From the record.

JOHN A. MURPHY
vs.
WILLIAM D. BLEVINS ET AL. } Decree.

Publication having been made, in this case, as to the non-resident defts., & service of process having been duly made on the resident defendant, all done for the length of time & in the manner required by law, and said defendants having failed to appear & make defence, on motion of compl't's solicitor, it is ordered that the bill be, & the same is hereby, taken for confessed.

And thereupon this cause came on to be heard before Chancellor Lucky, on this the 19th May, 1863. Upon the bill & evidence & judgment pro confesso, & it appearing that defendants Wm. D. Belvins & Thos. Rockhold were the ex't'rs of the last will & testament of
80 Thos. Rockhold, dec'd; that said will empowered said executors to sell his real estate; that, in accordance therewith, they advertised & sold the tract of land in the bill mentioned to compl't for $6,795.75, & duly agreed & bound themselves to make him a title when the purchase-money should all be paid; that said purchase-money has been fully paid and satisfied, and that defendant, William D. Blevins, is willing to make a deed of conveyance to compl't; but said Thomas Rockhold neglects and refuses so to do.

It is therefore ordered, adjudged, and decreed that all the right & title of said executors of said last will and testament, as well as all the right & title of the legatees under said bill, who are all before the court in this case, in and to the said tract of land, be, and the same are hereby, divested out of them & vested in the compl't & his heirs forever.

And it is further decreed that the clerk & master shall make to the compl't a deed in fee-simple for said tract of land, upon being furnished with a proper description thereof; and that the costs of this
81 cause be paid by the said executor, Thomas Rockhold, deceased, for which execution may issue; & in the event the costs cannot be paid by said Rockhold, then the compl't shall pay the cost.

Deposition of Geo. F. Gammon, for Blevins, exr., Aug. 24th, 1867.

THOS. ROCKHOLD & WILLIAM D. BLEVINS, administrators of Thos. Rockhold, jr., deceased,
vs.
J. A. MURPHY.

In the chancery court at Blountville, Sullivan County, Tennessee.

Deposition of George F. Gammon, witness for plaintiffs in the above case, taken by consent of parties before me, at Bristol, on the 24th day of Aug., 1867.

GEORGE F. GAMMON, of lawful age, being duly sworn, deposed as follows:

I was partially acquainted with the condition of the country in the latter part of 1861, '2, & '3.

So far as the country of Sullivan, in E. Tenn., would a person have been permitted to refuse the reception of confederate treasury notes upon any claim or debt due him?

82 (To this question respondent, by his solicitor, excepts, which exception is by the commission overruled & referred to the chancellor, & the witness is allowed to answer.)

So far as my knowledge extended, I don't think it would have been very safe for any person to have refused, from the fact it would have been in direct violation of Genl. E. Kirby Smith's order, to arrest any person that did refuse. My opinion was at the time that the people, as a general thing, were afraid to refuse, or showed a disposition to obey the orders of the commanding generals. I was clerk & master of the chancery court at Blountville, Sullivan County, in the years 1861, '2, & '3. The courts, so far as I knew, were governed or disposed to obey the orders of those in command of the confederate forces in E. Tennessee.

The court in several cases in 1862 & '3, directed the clerk to sell real estate & personalty either at public or private sale for the currency of the country, which sales were made for confederate money. Re-

83 port of sale made & read in open court, that they were made for confederate money, & confirmed by the court. There was no other currency of any consequence prevailing in the country at the time those orders were made.

The May term, 1863, was the last court held at Blountville, until after the termination of the war; it was held only two days, opened Monday & adjourned Tuesday; there was some excitement & confusion during the sitting of the court at that term, very little business done, & that was done somewhat hurriedly. The facts, circumstances, & confusion amongst the masses during the brief period of the sitting of the court, was, I think, the cause of the court adjourning so hurriedly.

Mat. T. Haynes was the receiver of the confederate government in Upper East Tenn. He acted as receiver in 1862 & '3, up to his death. Exhibit A to this deposition is in the handwriting of Landon C. Haynes.

Exhibit B, to this deposition, is in the handwriting of Mat. T. Haynes; so, also, is Exhibit C.

84 All the papers in the c. & m.'s office were destroyed by fire, except a few files that were turned over to Mullenix. The papers Jno. A. Murphy vs. W. D. Blevins & Thos. Rockhold, extrs. of Thos. Rockhold, dec'd, were destroyed by fire.

This suit, as well as I now remember, was instituted, as I understood,

about the land of Thos. Rockhold, dec'd, in order to perfect the title to Dr. Murphy. I am not certain this correct, but this is my best impression now.

Thos. Rockhold, the co executor of W. D. Blivins, was a non-resident of the State of Tennessee during the proceedings in the cause above referred to, & also at the dates of the Exhibits A, B, & C.

(The respondent, by his solicitor, excepts to so much of the foregoing deposition as refers to the action of the court, the sale of property for confederate money, &c., on the ground that there is record evidence of the fact proved.)

Cross-examination:

I cannot tell the date of the order iss'd requiring citizens to take confederate money. I don't know of my own knowledge of any
85 person being arrested for refusing to take confederate money. My recollection is, publication was made in the suit here referred to, in the Bristol paper, as well as I remember. I think there was a little more excitement in Blountville in May, 1863, during the sittings of the court, than usual; there was a good many people in town. Hon. T. J. W. Lucky, presiding.

The record-book containing the orders & decrees of the court & the rule-docket were preserved; the execution-docket was destroyed; I have heard of a few men in Sullivan County refusing to take confederate money & were threatened by the authorities.

Re-examination:

The people in Sullivan County, generally, were fearful to refuse to take confederate money. It was rather regarded as an extreme position to refuse. Notwithstanding, there were some that did refuse. Good & true rebels generally took it without difficulty. Maj. Blevins & Dr. Murphy were both regarded as good rebels. I do not know that
86 Maj. Blevins received confederate money cheerfully, or at all. And further saith not.

GEO. F. GAMMON.

The foregoing dipposition was taken before me as stated in the caption, and reduced to writing by the witness; and I certify that I am not interested in the cause, nor of kin or counsel to either of the parties, and that I delivered them to Col. McLin, without being altered after they were taken or being out of my possession.

Given under my hand this August the 24th, 1867.

J. S. SHANGLE,
J. P. for Sullivan County, Tenn.

Exhibit A to Geo. F. Gammon' dep.

Matt. T. Haynes has this day received of William D. Blevins thirteen hundred dollars, in confederate notes, by the hands Landon C. Haynes, it being a fund in his hands, executor of Thomas Rockhold, deceased, & bequeathed to Charles & Thomas Rockhold, of Whitley County, Kentucky, alien enemies.

MATT. T. HAYNES,
By L. C. HAYNES.

87 *Exhibit B to dep. of Geo. F. Gammon.*

$1,836.00. Recd. of William D. Blevins, executor of Thomas Rockhold, dec'd, eighteen hundred and thirty dollars, on account of his

report to me as receiver of legacies, due to Thomas & Charles Rockhold, of Whitley County, Kentucky, and who are reported as alien enemies.

This 6th Oct., 1862.

MATTHEW T. HAYNES,
Receiver for First District of East Tennessee.

Exhibit C to dep. of Geo. F. Gammon.

Recd. of William D. Blevins, executor of Thomas Rockhold, dec'd, eighteen hundred and seventy dollars, due from said estate to Charles and Thomas Rockhold, citizens of Whitley County, Kentucky, and reported to me, as receiver, as alien enemies.

This 11th August, 1862.

MATTHEW T. HAYNES,
Receiver for First District of East Tennessee.

Deposition of J. A. Longacre, Oct. 23d, 1867.

In the chancery court of Sullivan County Tennessee.

W. D. BLEVINS & THOS. ROCKHOLD, EXRS. of Thos. Rockhold, dec'd,
vs.
88 J. A. MURPHY.

Deposition of Joseph A. Longacre and W. D. Arrants, witnesses for plaintiffs in the above case, taken by agreement on the 23d day of October, 1867, at the office of N. M. Taylor, in the town of Bristol, in the presence of W. D. Blevins, one of the plaintiffs, and the defendant.

JOSEPH A. LONGACRE, one of said witnesses, aged 60 years, being duly sworn, deposed as follows: I am a citizen of Sullivan County, Tennessee, and know that this section of country was under confederate rule during the years 1862 & 1863. I was the executor of my father's estate at that time. There was some of the heirs of my father living in the State of Iowa at that time. I had some of their portion of my father's estate in my hands—in fact all they were entitled to was in my hands.

Ques. Were you, in the year 1862 or 1863, compelled to report that part of your father's estate belonging to the heirs in the State of Iowa to a confederate receiver, &, if so, where, and who was the receiver?

89 (To this question respondent, by his solicitor, excepts, on the ground that if any such report was made or any such law was in existence, there is record evidence of the same. Exceptions overruled & witness allowed to answer.)

In 1862, I received certain interrogatories from Mat. T. Haynes, the confederate receiver; I do not recollect that there was any other process served on me. These interrogatories required me to make oath what property was in my belonging to alien enemies, and what I might know of any other the same kind of property. I waited some time before acting. I think I was summoned to go to Knoxville. I received a message from Blountville that if I did not act promptly I would be arrested by the receiver. In a few days after, I went to Blountville

and seen Mr. Haynes and asked him if he had threatened to arrest me, and he replied that he had not, but had threatened to arrest others. I then answered the interrogatories and paid over the money to Mr.
90 Haynes, at Blountville, but do not remember that I did it on the day that I first saw him. The land belonging to the heirs living in the State of Iowa was sold also under Mr. Haynes' direction. I do not remember that he cried the sale. I considered that I was compelled to make the report of the property as above stated, and believed, if I had not done it, I would have been arrested.

Cross-examination:

I do not know that any person was arrested for refusing to receive confederate money or to report property in their hands belonging to alien enemies.

My recollection is that all or nearly all the money I paid over to the receiver was confederate money. Blevins and I are brother-in-laws, and he was executor with me in my father's estate.

My impression is that I paid Maj. Blevins about $42.00, or perhaps a less amount, in confederate money, about that time, his distributive share. Maj. Blevins was a rebel.

And further this deponent saith not.

JOS. A. LONGACRE.

91 *Dep. of W. D. Arrants.*

W. D. ARRANTS, aged about 31 years, being duly sworn, deposed as follows.

I am a citizen of Sullivan County, and my recollection that this part of the country was under confederate authority in 1862 and 1863. In the winter or spring of 1861, Dr. Murphy held a note on myself and brother. In the fall of 1862, wishing to lift the note, and inquiring for it, found it in the hands of James B. Worley. I lifted the note. In February or March, 1867, I was at Dr. Murphy's house, and he asked me what time I had lifted the note of him; I replied I did not lift the note of him, but from James B. Worley. He answered that he then recollected that Worley had paid him confederate money for the note. I do not recollect that Dr. Murphy told me what amt. of confederate money he had received from Worley for the note; the note was $1,131.37½, and dated 17th Dec'r, 1860, and there were credits upon the note of $400.00 before the transfer to Worley, which was Jan'y 13th, 1862.

Cross-examination:

92 The credits of $400.00 on the note was paid in bank-notes. I was not present when Mr. Worley paid Dr. Murphy for the note. I have no information about how the note was paid, excepting what I got from Dr. Murphy.

I never knew of any one being arrested for refusing to take confederate money; Maj. Blevins is my uncle.

And further this deponent saith not.

W. D. ARRANTS.

The foregoing depositions were taken at the office of N. M. Taylor, as stated in the caption, and reduced to writing by W. L. York by consent, and I certify that I am not interested in the cause, nor of kin or counsel to either of the parties, and that I sealed them up and put them in the

post-office. The balance of the certificate is waived by consent of the parties.

Given under my hand this the 23d day of October, 1867.

E. D. RODER,
J. Peace.

In the chancery court of Sullivan County, Tenn.

CHARLES ROCKHOLD
vs.
93 THOMAS ROCKHOLD & W. D. BLEVINS, executor of Thomas Rockhold, dec'd, et al.,

And

THOMAS ROCKHOLD & W. D. BLEVINS, EXECUTORS, &c.,
vs.
JOHN A. MURPHY.

The depositions of Charles N. Sampson and Alfred Hughes, witnesses for executors, complts. in the 2d bill in the above case, taken by consent, in the presence of both parties, at the office of the C. & M., in Blountville, on the 6th day of November, 1867.

C. N. Sampson, Nov. 6th, 1867.

The said witness, C. N. SAMPSON, of lawful age, being duly sworn, deposed as follows, to wit:

Sayes, I purchased some notes of Dr. Murphy in 1862, I think in the month of November, 1862. I paid Dr. Murphy the greater part for said notes in confederate money, less about $45 or $50 *dollars.* I paid for said notes about the sum of nine hundred dollars in confederate treasury notes. The Dr. told me at the time that he wanted to pay for his land, (the land he now lives upon, the Rockhold farm;) he told
94 me that that would finish paying up Maj. Bill Blevins *up* for his land.

The note or notes I purchased of Dr. Murphy were upon Moses Ford and Squire McClellan, (David McClellan.)

Cross-examined:

I executed my notes to Dr. Murphy the same day for the balance of the Ford note, a copy of which note is herewith filed as part of this deposition as follows, to wit:

One day after date, I promise to pay J. A. Murphy one hundred and ten dollars and fifty cents for value rec'd, as witness my hand and seal this 24th day of December, 1862.

C. N. SAMPSON.

I don't know that Dr. Murphy did pay W. D. Blevins the money got of me. I went to Dr. Murphy's some time before the date of the above note to buy the Ford note, and offered him my note in *lew* of it, but he said that he had as soon have my note as most any one's, but said he wanted the money to pay for his land. There might have been paid Dr. Murphy more than before stated in State-bank money;
95 don't remember certainly. I never paid him any other confede-

rate money that I remember; he said at the time that he rather have my note as to take any more confederate money; that that was as much as he wanted, and was not anxious to take that; he seemed willing to take that amt., but said he did not want any more.

I paid Dr. Murphy upwards of five hundred dollars for a tract of land before this other trade for the Ford notes, say in the first year of the war.

Re-examination:

There was not much more than $45 or $50 paid in State money to Dr. Murphy for the Ford notes. I have no recollection of Dr. Murphy saying that he was not anxious to take the confederate money that I paid him, but I thought he seemed easy about; he first said that he did not want any more.

And further sayeth not.

C. N. SAMPSON.

96 *Alfred Hughes.*

The said witness, ALFRED HUGHES, of lawful age, being sworn, deposed as follows:

Says, I know nothing of the confederate authorities requiring persons to take confederate money for claims due them, more than I heard it talked of. I know they did it, but I don't know whether it was law or not. I know they did require persons to take it by their compelling me to take it, by the bayonet & musket, said I should take it. I was put under "arrest" by what was called Carter's regiment of confederate soldiers. I was required to receive $240.00, (two hundred and forty dollars.)

Cross-examination:

My understanding was that the order required us to take it for all debts, but I don't know this to be so. I do not know what officer issued the order I was arrested on, or whether an order was issued at all or not. I was going along the road and met some soldiers, & they took me off; don't know whether there was an officer along or not;
97 there might have been a *sargent* along. I was of conscript age; it was in January, 1863, and the conscript law was enforced at that time.

Re-examination:

I was taken before Col. Carter, as I understood, who was in command of the regiment, commanding the post at Carter Station. I was required by the soldiers, within fifteen steps of the col.'s tent, and in his presence, or at least he was looking that way, to take the money. The col. said nothing to me about confederate money. I was taken before the col. I don't remember this col. saying anything to me at that time. The col. did not at any time say anything to me upon the subject of my arrest, but permitted me to go home after a blanket. The debt I was required to receive the confederate money upon was for a debt made mostly in 1862.

And further sayeth not.

ALFRED HUGHES.

The foregoing depositions were taken before me, as stated in
98 the caption, and reduced to writing by me; that I am not interested in the cause, or of kin or counsel to either of the parties;

that the same has not been out of my possession or altered since taken, this day and date above written.

WILLIAM MULLINIX, *C. & M.*

Deposition of W. D. Wagner for Blevins.—Filed May 12th, 1868.

The said witness, of lawful age, being duly sworn, deposed as follows, to wit:

In the years 1862 & 1863, as is well known to every one, the country was in a state of war, & this part of the country was subject to the laws of the Confederate States & to the authority of the military forces of the Southern States.

I know that during the war the confederate authorities, & more especially the military department, had the power to enforce obedience to its orders, & it was done whenever it was considered necessary for the protection & subsistence of the forces of the field. Of my own knowledge I know nothing of the action of the confederate courts, or anything about the civil department of the government.

99 I know that M. T. Haynes, dec'd, acted as receiver for East Tenn., under the sequestration laws of the C. S. govt., in 1862 & part of 1863.

I am well acquainted with the handwriting of M. T. Haynes, dec'd. The signatures to Exhibit A to the bill is his genuine signature. Exhibit A to George F. Gammon's deposition is in the handwriting of L. C. Haynes', & B. & C. are M. T. Haynes' handwriting. The court-house at this place, with most of the papers & public records therein at the time, were destroyed by fire in Sept., 1863.

And further saith not.

W. D. HAYNES.

Dep. of S. H. Millard for Blevins, May 15th, 1868.

SAMUEL H. MILLARD, first witness for the deft., age 47 years, after being duly sworn, testifies as follows:

In the early stage of the war, the exact date I am not able to state, I heard a conversation between complainant and J. A. Murphy. Blevins and myself was engaged in a conversation in front of W.

100 W. James' store-house. Dr. Murphy came up, and after the usual salutations, said to Esqr. Blevins, I am arranging to make you another payment on my land shortly. Esqr. Blevins replied, you need not, for I will not receive the money. Dr. Murphy then said, Esqr., you promised to do so. Esqr. Blevins replied, I did not; I have already taken more money from you than I agreed. That ended the conversation on that subject so far as I heard at that time. I turned away and did not hear any further conversation. I think there was nothing stated in my presence as to the kind of money proposed to be paid—the confederate money. Esqr. Blevins, in the above-mentioned interview, seemed to be more excited than I ever saw him. This is the cause of my recollecting the conversation.

Cross-examination:

I think I told Maj. Blevins of this conversation since last chancery court. I named it to him. I am the son-in-law of Esq. Blevins. I cannot say that I gave the exact words in the conversation de-

101 tailed above, but the substance. I think the above conversation took place in the latter part of 1861, or the first part of 1862. I

do not know definitely when the first confederate money was issued. I remember of seeing confederate money in circulation prior to the time of the above conversation. I think I am right in saying that confederate money was in circulation at the time of the above conversation.

Further this deponent saith not.

SAMUEL H. MILLARD.

Dep. of J. R. Delany for Blevins, Apr. 23d, 1869.

J. R. DELANY, 1st witness for the plaintiff, of lawful age, after being duly sworn, deposes as follows:

In the year of 1862 or '63 I proposed to loan Dr. Murphy some four hundred dollars in confederate money, which he refused to accept of as the time, but afterwards he did accept of it on conditions that if he failed to collect some money he was expecting he would use it. If
102 he collected his own money he would return mine in a few days, as he would not need it. He did return it in a few days, telling me he had collected his own money. He gave me no note and paid me no interest. I do not think it was as much as two weeks before he returned the money, and probably not a week. I cannot say whether he returned the same specific bills or not. It might have been the same bills, or may not.

Cross-examination:

Questn. Did I ever tell you how much confederate money I paid Blevins on my Rockhold land?

(Solicitor for Wm. D. Blevins objects to the witness stating any conversation John A. Murphy, other than that occurring at the time spoken of in the examination-in-chief.)

And said objection is sustained.

And further this deponent saith not.

JOHN R. DELANEY.

D. W. Crumley for Blevins, Apr. 23d, 1869.

D. W. CRUMLEY, 2 witness for plaintiff, of lawful age, after being duly sworn, deposes as follows:

103 I was the revenue collector for Sullivan County for 1860, '1, '2, '3, & '4. In 1860 I collected the revenue in the State bank funds. I mean by State bank funds bank funds and branch bank funds. There was no confederate money in circulation here in 1860. I did not receive my tax-list for 1861 until June or July—later than usually. Shortly after I received my tax-list in 1861 confederate money came in circulation. From the time I received my tax-list in 1861, as above stated, up to the first of October of the same year, confederate treasury-notes became so prevalent in circulation that it was with great difficulty I could obtain bank-notes for the State tax for 1860. During the time above mentioned in 1861, confederate money had supplanted the State money pretty much. The principal part of the tax for 1861 was collected in the fall and winter of 1861, & nearly all in confederate money. During the years of 1862, '3, & 4 confederate money constituted almost the entire circulation.

And further this deponent saith not.

D. W. CRUMLEY.

104 *Dep. of C. N. Sampson for Blevins, Apr. 24, 1869.*

The said witness, being duly sworn, deposed as follows:

Quest. by plff. Mr. Sampson, were you ever indebted J. A. Murphy for land? Did you pay him? How much money did you pay him? In what kind of money did you pay him? When Dr. Murphy was asking you to pay him, or when you were paying him, did he say what he wanted the money for? Did he say to whom he wished to pay the money to? if it was to pay for land?

Answer. I did. I paid him money for land—between nine hundred & one thousand dollars. In the amount paid there was about forty dollars in State money, and the ballance was in confederate money. My best impression is, if I am not mistaken, that he wanted the money to pay to the executors of Rockhold's estate.

Quest. by same. Did you at any time hear Dr. Murphy say that he had not lost very much by the war? If so, did he say how he had managed so as not to lose? Did he say anything about paying for
105 property? What kind of money did he say he had paid? Was it land he had paid for? Of whom did he say he had bought land? At what time was this conversation?

Answer. In a conversation between Dr. Murphy and myself about our losses in the war, my best recollection is, if I am not mistaken, I had lost three or four horses. Murphy said he had not lost so very much. If I am not mistaken, this conversation was in regard to horses. On our way to Jonesboro', my impression is that he said he had paid for his land and got a deed for it; I do not recollect that he said what kind of money he had paid for the land; I do not recollect of whom he said he had bought land. This conversation occurred in the spring of 1865.

Cross-examination:

This Ford note you speak of, when was it executed to me by For'?

Answer. It was executed before the war.

What kind of money did it call for?

106 My best impression is, the currency of the country, or it might *of* been bank-notes.

When did you lift said note of me, and pay me the confederate money and the bank-notes you speak of?

It was on the 24 day of December, 1862.

Did I say the State money or the confederate money would pay Blevins?

I don't recollect what kind of money Murphy said would pay Blevins. One or two months before I paid you for the Ford notes, you told me you wanted that money to pay on your land. You now live on the land purchased at Rockhold's sale. When I went to Murphy to buy the Ford notes, I asked you if you would take my notes in place of the Ford notes. Murphy said he would as soon have my notes as anybody's notes, but he wanted the money on the Ford notes; but when I got up the money, Murphy did not manifest as much anxiety about the money as when I first went to see him.

Furthermore this deponent saith not.

C. N. SAMPSON.

107 *Notice.*

Dr. J. A. MURPHY:

Take notice that on the 29th day of September, 1869, at the office of N. M. Taylor, esqr., in Bristol, Sullivan County, Tennessee, I will take

the deposition of Samuel H. Millard and Wm. D. Blevins, to be read as evidence in the cause pending in the chancery court of Sullivan County, Tennessee, in which I am complainant and you are defendant. You can attend and cross-examine if you see proper.

September the 22d, 1869.

WM. D. BLEVINS, *Extr.*

(Endorsed:) Sept. the 23d, 1869. Executed by handing a copy of the within notice to J. A. Murphy, and returned to office Sept. the 29th, 1869.

C. C. BLEVINS, *Const.*

Dep. of W. D. Blevins, Sept. 29, 1869.

The said WM. D. BLEVINS, one of said witnesses, aged seventy years, being duly sworn, deposed as follows:

108 J. A. Murphy bought a tract of land from me, as executor of Thomas Rockhold, dec'd, in the year of 1859. Among other payments of the purchase-money of said land, he paid me two hundred dollars on the 10th day of December, 1861, and from my best recollection and a memorandum, and other circumstances connected with the payment of said two hundred dollars, I am satisfied that it was confederate money. A few days before Dr. Murphy paid me this money, H. M. et S. H. Millard applied to me to borrow money. I told them I would loan them some money out of the first I received. The two hundred dollars, paid by J. A. Murphy, was the first that came into my hands, and the money I loaned to the said Millard' on the 14th day of Dec'r, 1861, four days after I received it, for which they executed to me their joint note, at one day after date, and dated the 14th day of Dec'r, 1861. I am perfectly satisfied that the two hundred dollars loaned the said Millards was the same money I recd. from J. A. Murphy, as above stated.

109 To the best of my recollection and belief, J. A. Murphy never did on any occasion caution me against taking confederate money in payment of the purchase-money of said land.

Cross-examination:

In the memorandum kept by me of the payments made by Dr. Murphy I did not designate the kind of money paid. The note executed by Millards was executed to me individually, and not as executor of the Rockhold estate.

Re-examination:

At the time that this two hundred dollars was paid, my impression is that confederate money was in general circulation, and in my business transaction' I kept no separate account of confederate money received or paid out, but designate it as all dollars and cents in my accounts.

Re-cross-examination:

From my recollection and memorandum, and the circumstance
110 of loaning the money to Millard, I base my statements that the two hundred dollars was confederate money.

Further this deponent saith not.

WM. D. BLEVINS.

S. H. Millard, Sept. 29th, 1869.

S. H. MILLARD, one of said witnesses, aged forty-eight years, being duly sworn, deposed as follows:

In 1861, on the 14th day of December, I think, H. M. Millard and myself borrowed two hundred dollars from Wm. D. Blevins, for which we executed our joint note. My recollection is that the two hundred dollars was confederate money.

Cross-examination:

I might possibly be mistaken as to whether the money borrowed from W. D. Blevins was confederate money, but don't think I am. I remember distinctly the place I received the money from Wm. D. Blevins. The money answered me the same purpose that bank money did, I presume, for I think the banks were receiving confederate money at
111 that time.

And further this deponent saith not.

SAMUEL H. MILLARD.

Dep. of W. D. Blevins.

Testimony of W. D. BLEVINS before the master on taking accounts in cause of Charles Rockhold vs. W. D. Blevins & Thomas Rockhold, executors, &c.

First being duly sworn, says: The first note marked on the inventory at John T. Keyes has been paid him.

The second note, F. & E. S. Crumley & D. W. Crumley. Judgment on said note, after allowing all credits paid to Rockhold in his life-time, was $36.00, April 7, '61.

Third note, A. J. Millard, Samuel Millard, & E. A. Millard, after allowing all credits paid to Rockhold in his life-time, judgment was taken on same for $156.46, April 7, '61.

Fourth note, A. M. Millard, E. A. Millard, & Anderson Millard, judg't $238.15, April 7, 1861.

Fifth note, A. A. Bidleman, judgment $58.00, April 11, 1860.

112 Sixth note, Wm. G. Odell, judg't $39.00, April 7, '61.

Seventh note, Nathan Smith. Man never found, and note on hand.

Eighth note, Joseph Blevins, insolvent, & has been since the note came to his hands; never paid.

Ninth note, Geo. Pile, David McClellan. After allowing all credits, judgment for $256.92, Sept., 1866; paid me.

Tenth note, Joseph Meredith, Jacob R. Crumley, & Stephen Morton. After allowing credits paid to Rockhold in his life-time, judgment for $164.35, April 7, 1861.

Eleventh note, W. D. Blevins. Up to the time of the death of Rockhold the interest had been paid and the principal was still due.

Twelfth note, C. C. Carrier. Conditional note & exhibit, & nothing collected.

Thirteenth note, John T. Mitchell & Richard Miller, paid $9.44, in 1860.

Thirteenth note, Willis Ingles. Amt. of note, $100.00; due Aug. 16, 1856. Credit, $10.00, Augt. 16, 1856. Partly paid & collectable judgment 1860.

113 The above comprises all the notes & bonds which came into his hands belonging to said estate.

OFFICERS' RECPTS.

Wm. Nickels' recpt. for note on William Blevins & others for $100.00, due 13 March, 1857, interest from date, cr. $6.00, March 13, 1857, judgment 1859 for $110.00.

G. Burkhart' recpt. for note on D. D. Carter, Jas. D. & Wm. R. Rhea, for $500.00, drawing interest from Jany. 15, 1855. Cr. April 26, 1856, $15 of the whole of said note was paid to Rockhold in his life-time by Depty. Shff. Millard; William Nickles' recpt. for note on A. T. Miller & Squire Jones for $100, due 30 Novr., 1856. Cr. 6.00, Jany. 16, 1858. This note was paid Rockhold in his life-time as appears on the docket of C. E. Warren, J. P.

Judgment against John W. & Thos. M. Vance for 79.80, July 31, 1858, good & partly paid. Saml. Sells, sr., Geo. W. Sells, & John Sells, $66.39, July 27, 1858.

Alex. & Thomas Cawood, $124.70, Sept. 25, 1858.

114 The above embraces all the judgments of which he ever had any knowledge in favor of said estate. There was no funds on hand which came to the hands of executor, & the $6.00 reported on the inventory was paid on day of sale by purchasers.

The foregoing embraces all the choses in action, funds, &c., which he has any knowledge of, belonging to said estate. Rockhold had no book accounts against parties of any value. The voucher No. 45 was made out by Jno. R. Delaney, J. P., and the costs were paid as therein stated, by me without execution in 1859.

Voucher No. 50; the account was contracted by him in moving a family of negro', belonging to the estate, but in litigation, & was done by order of the court.

The sale-note on Mary Royston for $9.50 for a saddle, purchased at the sale, was delivered to her upon the direction of Thomas Rockhold, his co-exr., who had a power of atty. to act also for his father, Charles

115 Rockhold; this was done on account near relationship.

The annuity of old Harry, col'd, ($30.00,) has been paid him yearly, since the death of Rockhold, except $20 due for year 1868, which he has not come up to receive.

WM. D. BLEVINS.

Evidence for exrs., Blevins & Rockhold.

Inventory & sale-bill of the estate of Thomas Rockhold, decd.

An inventory and sale-bill of the real and personal estate of Thomas Rockhold, decd., made by his executors under the provisions of the last will of said deceased, on the 10th and succeeding days of February, 1859, to wit:

1 pair horse-gear	Isaac Stoffle	$1 50
1 pair horse-gear	Larkin Bolin	1 55
1 lot old tules, &c.	C. E. Warren	0 35
1 set brich-bands	Daniel Morrell	1 00
1 lot old gears	Daniel Morrell	0 10
116 2 old weeding-hoes	C. C. Peters	0 50
1 flax hackle	Cuen Stoffle	0 75
1 lot old cythes, &c	John Briscoe	0 50
1 lot old edged-tools	Isaac Phipps	0 60
1 box & old lumber	J. S. Thomas	0 45
1 lot castings	Solomon S. Vance	2 00
1 large kettle	Solomon S. Vance	1 38

Inventory and sale-bill—Continued.

1	large kettle	John P. Carter	1 40
1	can & tea-kettle	Squire Jones	0 92
1	large kettle	John P. Carter	1 40
1	lot old castings	James Crockett	0 30
1	iron crane	John W. Vance	0 82
1	old copper kettle, shovel, &c	Thomas W. Vance	0 51
1	pair old stretchers	William Carrier	0 50
1	old shovel & mattock	John McGarry	0 20
1	old saddle	Thos. W. Jones	0 25
1	churn	Isaac Stoffle	0 50
1	old shot-gun	James Peters	1 25
1	spinning-wheel	George W. Buckles	1 07
1	big wheel & bell	James Frazier	0 32
1	small spinning-wheel	Joseph Blevins	3 25
1	piece sole-leather	J. S. Thomas	1 66
	1 cockle ginn	Isaac Stoffle	60 0
117	3 old vessels	James Odell	0 25
	1 old axe	James Frazier	0 15
1	cut-nel	Wm. G. Odell	0 10
1	old bedstead	Wm. G. Odell	0 20
1	old cythe & cradle	John W. Vance	0 38
1	cythe & cradle	John R. Delany	1 55
1	mowing-cythe	William Odell	0 30
1	mowing-cythe	John McGarry	0 75
1	grindstone	Hiram Blevins	2 40
1	lot old lumber	William Odell	0 10
2	dishes	Robert Green	0 93
1	large glass tumble	Joseph Blevins	1 40
1	cupboard	Thomas M. Vance	5 00
1	fall-leaf table	William Akard	1 80
1	small table & candle-stand	Mrs. Dyer	0 25
2	books	C. R. Jones	1 11
1	lot old books	William N. Buckles	0 25
1	old bible	Squire Jones	0 10
1	pair sheep-shears	Jonathan Booker	0 36
1	old safe	John Feathers	3 70
1	old burn & book-case	D. T. Thomas	4 00
1	large box	William Scott	0 15
	1 bug'y & harness	James G. Eaws	29 50
118	1 flax-brake	Solomon S. Vance	0 42
	220 lbs. bacon, pr. lb	George M. Hicky	0 11½
152	lbs. bacon, pr. lb	H. D. Shell	0 12
128	lbs. bacon, pr. lb	James Luttrell	0 12
84	lb. dried beef, pr. lb	H. D. Shell	0 41½
78	lbs. lard, pr. lb	Stephen G. Wallen	0 10
32	lbs., can & lard, pr. lb	John R. Carter	0 6½
10	bushels wheat, pr. bush	James J. Odell	1 00
10	bushels oats, pr. bush	James J. Odell	0 51
16	bush. oats, pr. bush	C. E. Warren	0 46
23	lbs. dry hide, pr. lb	William Bushong	0 5½
15	lb. tallow, pr. lb	M. F. Morgan	0 12
1	sow & pigs	C. E. Warren	5 50
14	hogs, pr. hog	C. E. Warren	3 12
1	black cow	M. T. Morgan	13 00
1	red cow	J. S. Thomas	10 25
1	white cow	John Peters	9 00
1	large red cow	Stephen Jones	20 95
1	white cow, dunn col. he'd	Lucien Blevins	13 90
1	brown filly	James Rutherford	79 20
1	bald mare	Alfred Blevins	71 75
1	brown filly	Larkin Bolin	76 50
	1 cream colored gelding	M. T. Morgan	121 00
119	1 clock	Thos. Millard	10 30
	1 looking-glass	Alfred Blevins	0 95
1	small bed & bedding	Alfred Blevins	6 95
1	large bed & bedding	D. T. Thomas	10 00

Inventory and sale-bill—Continued.

1	weaver's reed & harness	James Hatcher	0 40
1	old bedstead	William N. Buckles	0 25
1	two-horse wagon	H. M. Millard	70 00
1	small log-chain	L. G. Dryden	1 31
1	large plough	Squire Jones	4 02
2	shovel-ploughs	A. Odell	1 50
1	harrow & chain	Et. Gray	1 40
25	bushel' corn, pr. bush	D. Shell	0 51
25	bush. corn, pr. bush	John P. Waddell	0 52
16	bush. corn, pr. bus	John Waddell	0 55
1	horse colt	Squire Jones	35 50
1	large plough	John Boyd	1 25
1	harrow	John H. Cawood	6 10
2	rakes & forks	Henry Bullock	1 00
1	wheat-fan	M. T. Morgan	37 25
1	old wheat-fan	Saml. R. Miller	3 05
1	large plough	A. Odell	1 75
1	two-horse wagon	James Witcher	31 00
120	1 old box & horse-feed	James J. Hatcher	1 75
1	old barrell, &c	James J. Hatcher	0 26
1	box & salt	John Feathers	0 25
1	old box & bran	James J. Hatcher	0 11
1	bedstead & table	A. Odell	0 10
1	lot old chairs, broom, &c	William Luttrell	0 31
1	lady's saddle	Mary Royston	9 50
1	lot old castings	Jackson Walling	1 00
10	he'd sheep	James J. Hatcher	22 70
2	calves	Wm. Hatcher	5 75
1	cutting-box	A. Odell	3 75
1	cutting-box	A. Odell	0 45
1	lot cast plates	Jonathan Booker	1 11
1	chopping-axe	Henry Bullock	0 75
1	jam-plate	A. Odell	0 55
1	pair steelyards	James J. Odell	0 32
1	box	C. E. Warren	0 25
1	tule & old lumber	James J. Hatcher	0 31
1	augur	James J. Hatcher	0 05
1	loom	Jonathan Booker	0 58
1100	three-foot boards	C. E. Warren	2 75
266¼	acres of land, pr. acre	J. A. Murphy	25 56
1	pair spectacles	Not sold	.....

121 *Memorandum of sale-notes, taken by the executors of Thos. Rockhold, decd., at the sale of said estate on the 10th day of February, 1859, and due twelve months after date, to wit:*

3 notes on J. A. Murphy amounting in the aggregate to	$6,795 75
1 note on John Feathers, for	3 95
1 note on Eldridge H. Gray	2 65
1 note on M. T. Morgan	170 30
1 note on H. M. Jones	41 90
1 note on John H. Cawood	6 10
1 note on Stephen G. Wallen	7 80
1 note on Joseph Blevins	4 65
1 note on Wm. M. Bucklers	1 50
1 note on John P. Carter	4 88
1 note on Thomas Frazier	0 47
1 note on H. M. Millard	29 50
1 note on Wm. B. Carrier	7 20
1 note on C. E. Warren	8 31

1 note on E. A. Millard		70 00
1 note on C. E. Warren		49 53
1 note on James Witcher		32 07
1 note on James J. Odell		17 04
122 1 note on J. S. Thomas		12 36
1 note on John W. Vance		1 20
1 note on Mary Royston		9 50
1 note on James J. Hatcher		25 32
1 note on A. Odell		8 10
1 note on Alfred Blevins		79 65
1 note on W. G. Odell		1 23
1 note on John Peters		9 00
1 note on Isaac Staffle		2 60
1 note on H. D. Shell, for		15 36
1 note on John C. Weddell		21 93
1 note on H. D. Shell		34 98
1 note on John H. Rutherford		79 20
1 note on Lurrion Blevins		13 90
1 note on Larkin Bolin		78 00
1 note on Saml. R. Miller		3 05
1 note on Jonathan Booher		1 47
1 note on Stephen Jones		20 95
1 note on Thomas J. Millard		16 30
1 note on Thomas M. Fance		5 51
1 note on George Hickey		24 75
1 note on D. D. Morrill		1 10

123 *Memorandum of notes and officer's receipts for claims due the estate of Thomas Rockhold, deceased, and came to our hands as executors of said estate, &c., to wit :*

1 note on John T. Keyes, dated 27th January, 1854, for	$75 00
bearing interest from date, cr., $16.50 Jan'y 27th, 1856.	
1 note on F. & E. S. Crumley, & D. W. Crumley, due 16th Oct., 1854	100 00
with the following cr.: $6.00, 31 Decr., 1856; 7.3½ 31 Dec'r, 1855; 23.04, 2 Nov., 1857; 13.00, 26 Nov'r, 1857.	
1 note on A. J. Millard, Samuel Millard and E. A. Millard, due 29th December, 1854, for	144 75
bearing interest from date with the following credits: $8.69 28th December, 1855; 9.00 2d March, 1857; 18.00 13th June, 1858.	
1 note on A. M. Millard, E. A. Millard, and Anderson Millard, due 18th April, 1856, for	184 25
1 note on A. A. Bidleman, due 11th February, 1858, for.	50 00
124 1 note on Wm. G. Odell, dated 23d November, 1858, bearing interest from date, due twelve months after date, for	36 00
1 note on Nathan Smith for two hundred pounds iron, dated 26th January, 1840	
1 note on Joseph Blevins due twelve months after date, dated the 5th Oct., 1858, for	$75 00
1 note on George Pile & David McClellon, for	316 43
due 12th Sept., 1855, with the following credits: cr. $10.00 July , 1856; cr. $20.67½ October the 7th, 1856; cr. $30.00, July 23d, 1857; cr. $47.56, Dec'r 20th, 1858.	

1 note on Joseph Meredith, Jacob R. Crumley & Stephen Morton, due the 13th February, 1858, for 100 00

1 note on Wm. D. Blevins, due 30th May, 1856, for 100 00
credit on same $6.00, May the 30th, 1857; 5.30, Aug. 29th, 1858.

1 note on C. C. Carrier, dated 25th May, 1857, for 12 00
to be paid out of costs due said Carrier as a witness in a suit, Montrorill Jones against Jonathan Combs & others.

1 note on John T. Mitchell & Richard Miller, for 8 00
dated the 18th Sept, 1858, due eight months after date.

125 William Nichola's receipt for the collection of a note, date the 13th March, 1856, & due twelve months after date, bearing interest from date, said note on William Blevins & others, credit on same $6.00, March the 13th, 1857 ..... 100 00

Gideon Burhart's receipt for one note on L. D. Carter, Jas. D. & Wm. R. Rhea for 500 00
bearing interest from January 19th, 1855, cr. on same $15.00, April 26, 1855.

William Nickles' receipt for the collection of the following described notes, (to wit): one note on A. T. Miller & Squire Jones, for 100 00
due 30th November, 1856. cr. $6.00, January the 16th, 1858; also received some time back, one note on Sam'l Sells, Geo. W. Sells, & John W. Sells, said note to be returned before Wm. D. Blevins for judg't; also one other note on John & Thomas Vance, returned before C. E. Warren, and one other note on Alex. & Tho. Cawood, which is to be returned before C. E. Warren.

In Tennessee bank-bills, amounting to 6 00
On hand and rec'd by executors.

126 It is supposed by the executors that the aggregate amount of Thos. Rockhold's, deceased, estate will amount to some ten thousand dollars against the time of settlement, that amount embracing both principal and interest, from which the expenses that may arise in settling said estate, and the bequests in said will, are to be deducted.

1.	A. Grubb's accepted order	$3 00
2.	J. A. Murphy's acpt	130 00
3.	William Hilbert	1 26
4.	Milly Shipley	6 75
5.	William Blevins, sr., balance on books	1 44
6.	Jackson Crumley's receipt	91 04
7.	Wm. B. McCroskey's receipt	32 75
8.	John E. Rutledge, clerk	4 95
9.	Alfred Blevins' receipt	1 10
10.	Paid Niel & others	190 00
11.	Daniel Gistman, balance on account	15
12.	William B. Blevins	29 02
13.	Eliza Smithcon	4 37
14.	James A. Peters	27 14
	15. Catherine Angel	34 25
127	16. Valentine Bridlemon	15 71
	17. Henry Anderson & chain-bearers	5 00
18.	Tax receipt for 1858	22 52. 4

19. Do. do. 1859		25 64. 7
20. James Seneker apt		$45 64
21. John Weaver acpt		3 11
22. Abraham Weaver		16 00
		685 00
23. Eldridge H. Gray		$2 00
24. Joseph Blevins		37 00
25. Crumley & Meredith		13 84
26. L. G. Dryden		25 00
27 Calvin Blevins		13 12½
		90 96
Devise to Old Harry		$500 00

Probable cost of suit in chancery not yet made out and some other small accounts not yet presented for payment.

Cost in chancery probably	$130 00
Other small acpts. & bills of cost before magistrates, &c., &c., say	50 00

123 *Dep. of J. R. Delaney, for Rapt. Murphy, M'ch 26, 1867.*

JOHN R. DELANEY, being of lawful age & duly sworn, deposes as follows:

First interrogated by counsel for compl'ts, states that he was one of the sureties of Dr. J. A. Murphy for the purchase-money of the Rockhold lands, sold by the executor of Thos. Rockhold, sr. I was also security for the exrs., but signed the bond before Maj. Blevins had signed it. Whereupon compl't except to the s'd witness because of his incompetency in this case, on account of interest in the result of the suit.

Being interrogated by deft. & the question of witness's competency being referred to the chancellor, the witness states:

Shortly after Charles Rockhold had filed a bill against Maj. Blevins & myself in the chancery court in Blountville, Maj'r Blevins & I got into a conversation about the suit, & Maj'r Blevins remarked that Dr. Murphy had paid him up more promptly than he had ever before collected so large a debt.

129 The debt alluded to & spoken of was the debt Dr. Murphy owed for the Rockhold land, Majr. Blevins being one of the executors of Thos. Rockhold's estate; the s'd land having been sold by the executors & purchased by Dr. Murphy. This conversation with Maj. Blevins was, I think, some time in the summer of 1866, or may have been in the fall of that year. It was in warm weather.

In cross-examination witness states:

It strikes me that if Maj. Blevins made any remarks upon the subject of his being prompt, that he said he acted wisely in paying up the debt; this is my inference, but I do not recollect. I think I told the maj'r I had helped the Dr. some, but I can't recollect the particular conversation upon this point.

Re-examined, states:

I know of Dr. Murphy having sold a tract of land in this county, near

Union, before he bought the Rockhold tract. Maj. seemed pleased, & was talking of Dr. Murphy's prompt payment of the debt in a
130 jocular way. The farm Dr. Murphy sold was not worth as the one he bought, but was near half as valuable.

And further dep't sayeth not.

JOHN R. DELANEY.

We agree to waive all exceptions to the foregoing depositions on account of any informality in not being regularly taken by a magistrate, & want of notice, reserving exceptions to the competency of the witness, & to the relevancy of the testimony.

WM. D. BLEVINS.
J. A. MURPHY.

Dep. of C. A. Millard for J. A. Murphy, Aug. 24, 1867.

The said witness being duly sworn (of lawful age) deposes as follows:

Question by respondents' attorney. Please state whether or not at any time you paid W. D. Blevins any confederate money; and, if so, when & what did he say as to the value of the same, & what would be its future value in his opinion?

Answer. I don't remember ever to have paid William D. Blevins any confederate money.

Question second. Did you at any time get any confederate money from W. D. Blevins? &, if so, when, & what did he say at that
131 time in relation to the money, & what he thought would be its future value?

Answer. The first confederate money I ever saw, I got from Blevins. When he offered the money he asked me if I would take it. I told him I would; it m*i*te do now, but after 'while I did not believe it would be worth a continental, and Blevins said he thought it would be our currency, and was nice money. The confederate money was generally used in the neighborhood. The conversation alluded to was about the commencement of the war; Mr. Blevins paid me some confederate money at the time spoken of.

Cross-examined:

The transactions between us was in our own individual rights, and neither of us acting in a judiciary capacity. I was a Union man during the progress of the war. The confederate treasury notes became the currency of the country during the progress of the war. The engraving of the money was very nicely done, and I received & passed the
132 money myself, but I had no confidence in the permanency of the money. Afterwards there was compulsory orders requiring all men to take it, and every person was apprehensive of an arrest if they refused to take it. I have no recollection of Mr. Blevins receiving confederate money in a judiciary capacity.

Re-examination:

I never knew a man arrested to my own personal knowledge for refusing to take confederate money.

And further deponent saith not.

E. A. MILLARD.

Dep. of J. B. Worley for J. A. Murphy, Nov. 2, 1867.

The said witness JAMES B. WORLEY, of lawful age, being duly sworn, deposed as follows:

I purchased a note of Dr. John A. Murphy on Wm. D. & John Ar-

rants, for, I think, about eight hundred dollars. I do not know the exact amount. I never purchased but one note on those men, as well as I now remember. I think I would have recollected it if I had purchased any other note. It was in 61 or two, as well as I now remember. I
133 don't remember of paying him any confederate money but once or twice; this note I think I paid in bank-notes. I purchased a note from Dr. Murphy on W. M. Arrants for about eighty dollars, which note I have still. I paid Dr. Murphy confederate money for a doctor's bill, about two hundred dollars, and had great difficulty in getting him to take it.

Cross-examined:

I had thought that I mite have paid him confederate money twice, but it might have been included in the payment of two doctor's bills in one payment. I suppose I paid Dr. Murphy this confederate money the latter part of '62 or three.

Question. Is your recollections of your transaction with Dr. Murphy so distinct that you are certain that you never paid Dr. Murphy *no* confederate money but the time alluded to for doctor's bill?

Answered. I would not say that my recollection was so clear that I never paid him any more confederate money, but I have no
134 recollection of having done so. It is my recollection & belief that I paid Dr. Murphy on the Wm. D. & John Arrants note, in bank-bills. I mite err in my statement of having paid the Wm. D. & John Arrants note in bank-bills. It was early in the war when I paid this note, and confederate money being scarce, I preferred paying bank-bills and retaining the confederate money. I had but little confederate money at the time, and preferred paying the bank-bills. I remember about that time I preferred paying the bank-notes and retaining the confederate money. Dr. Murphy assigned me the note which will show the date of the assignment and the time that I paid for it.

Re-examination:

Please state what reason Dr. Murphy gave for wanting to sell the note at the time you purchased it, & what he said he wanted with the money.

(Question excepted to.)

135 Answered. My recollection is, that he wanted the money to pay for the Rockhold farm.

Re-cross-examination:

The right of which is claimed on the ground of new matter having been adduced in re-examination.

I think it was at the time when I purchased the note from him, that he stated he wanted the money to pay for the Rockhold farm; this is my best recollection.

And further witness saith not.

JAMES B. WORLEY.

R. F. Betterton for Deft. Murphy, Apr. 3, 1869.

R. F. BETTERTON, witness for the defendant, John A. Murphy, of lawful age, after being duly sworn, testifies as follows:

In the fall of 1861 I was at Wm. D. Blevins' with Dr. Murphy. Mr. Blevins was writing something and Dr. Murphy had some money in his lap. It was cold weather, and I went in to warm. I saw, I think, a fifty-dollar bank-note, a Virginia bill, on top of the pile, as well as I recollect. I am certain it was State money. I cannot state the amount of

136 money, or what kind was under the bill. It looked like that there was a right smart wad of the money, such as I would like to have. I don't think there was much confederate money in this country at that time. I cannot recollect whether it looked bank-notes or confederate money. Of course I cannot say what kind of money it was, but my best impression is, it was bank-notes. I cannot say, positively, how much there was of the money. I would suppose, from the pile, there was several hundred dollars. Dr. Murphy and myself left together.

Cross-examination:

How many hundred dollars do you suppose were there from the apperance of the pile of money?

Answer. I would not estimate it at all. I did not see it counted.

Were Virginia fifty-dollar bills abundant in this country at that time?

Answer. They were not abundant with me, but there was a good many in the country at that time; three years before that I paid a many one of them.

137 Is it your best impression from the appearance of the pile of the money, that it principally consisted of Virginia fifty-dollar notes?

Answer. Of course, how in the devil can I know what was under it? There might have been one-hundred-dollar notes under it, so far as I know.

Further this deponent saith not.

R. F. BETTERTON.

C. Crumley, for Deft. Murphy, Apr. 9, 1869.

The said C. CRUMLEY, after being duly sworn on the Holy Evangelist of Almighty God to speak the truth, the whole truth, & nothing but the truth concerning the matters in dispute between the said parties, depose' as follows:

Quest. by deft. Did you ever pay me any money, what kind of money it was, & about what time?

Answer. In the year 1862 I paid J. A. Murphy three hundred dollars or upwards in State-bank paper. I think it was early in the year 1862. I have a faint recollection that Murphy said the money was for Rockhold.

138 ques. by plff.: I have no doubts about the time I paid the money. I do not say positive the money was for Rockhold.

And further this deponent saith not.

C. CRUMLEY.

A. G. Lowery, for J. A. Murphy, Apr. 23, 1869.

A. G. LOWERY, 1st witness for J. A. Murphy, defendant, of lawful age, after being duly sworn, depose' as follows:

I was sheriff of Sullivan County for the years of 1860, '1, '2, '3, & '4. I collected a great deal of money in that time, especially in the three first years. I do not remember of collecting a dollar of confederate money in 1861. I might have collected some, but do not think I did in the latter part of 1861, and not much of confederate money, in the early part of 1862. That is my recollection. There was a plenty of State money in circulation in 1862, at least half of the year.

Question 1st. You were the officer that served a writ on me for one, two thousand dollars, as payment on the Rockhold land?

139 (Wm. D. Blevins, by solicitor, objects to the witness answering the above question, because there is better evidence of the fact, if it be so, than the statement of witness.

The above exception is overruled and referred to the court.)

Answer. I was the officer that served the writ on Dr. J. A. Murphy for one payment of the purchase-money of the Rockhold land. I collected for Dr. J. A. Murphy in the year of 1861, the fore part of the year, something like five hundred dollars. I think it was in May or June. The most of the money was State money, and a portion of it in gold.

And further this deponent saith not.

A. G. LOWRY.

N. O. Morrell, for Deft. Murphy, Apr. 23, 1869.

NATHAN O. MORRELL, 2d witness for defendant J. A. Murphy, of lawful age, after being duly sworn, deposes as follows:

I saw J. A. Murphy pay W. D. Blevins one hundred dollars in State money, but what year it was in I am not able to say, but it runs
140 in my mind that it was in 1862. If it was in the year of 1862, it was after harvest. I paid Dr. Murphy seventy-nine dollars in State money a while before Dr. Murphy paid the money to W. D. Blevins. I did not see any receipt past from Blevins to Murphy when the money was paid. W. D. Blevins admitted to me all the payments that Dr. Murphy had made to him up to 1862, but none afterwards.

Cross-examination:

It seems to me that this payment of a hundred dollars was made in the road between the Reevis House and the Sam Vance House. Dates is very hard for me to recollect. My recollection is not so good as before I was sick. I was sick in the spring of 1862, about the first of March or last of Feb'y.

Further this deponent saith not.

N. O. MORRELL.

E. A. Millard, for Deft. Murphy, Apr. 23, 1869.

E. A. MILLARD, 3rd witness for defendant J. A. Murphy, of lawful age, after being duly sworn, deposes as follows:

141 In the year of 1861, I paid Dr. J. A. Murphy between $80 & 90 dollars. I don't recollect what kind, but it was in State money. I have so many transactions that I can't recollect, precisely, unless something to draw my attention to it, but I know it was not in confederate money, for there was no confederate money in circulation at that time. Confederate money was not struck until April, 1862. State money was tolerable plenty in 1861. There was both State & confederate money in circulation in 1862; very little difference between them. If I am mistaken in confederate money first being struck in 1862, would throw my estimate of comparative circulation between confederate notes and bank-notes, one year further back. If that is the case it would commence depreciation in 1862.

And further this deponent saith not.

E. A. MILLARD.

Dep. of Dr. J. A. Murphy, Apr. 27, 1869.

Deposition of Dr. John A. Murphy.

Being duly sworn, deposes as follows:

142 I feel confident that I never paid Maj. Blevins any confederate money previous to the year 1862. I have my doubts as to the kind of money of the $1,150.00 payment, as to whether it was all confederate.

The next payment of $425 I am pretty sure was money I recd. from Chris. Crumley, or about or upwards $300.00 of it, which was bank money. I know that I paid this Crumley money to Maj. Blevins; I know that I paid Maj. Blevins $100.00 in bank-notes; I think a $100.00 bill, some time in the summer of 1862. I do not remember of paying Maj. Blevins confederate money but twice. I remember of saying to Maj. Blevins, that he had better not take the confederate money, as there might be difficulty about it hereafter, and he said there was no danger, as we would get our independence, or, if not, there would be some arrangement made about it.

I did not borrow any money for Maj. Blevins; I had notes & accounts sufficient to pay for the land, which notes & accs. I collected
143 & paid to Maj. Blevins for said land. I sold a note to James B. Worley some time in the early part of 1862, & recd. from him about $80,000 in bank-notes, which I paid to Maj. Blevins, to the best of my recollection. I collected money as I could, and paid over to Maj. Blevins.

Cross-ex'd:

I received the money before May, 1862, from James B. Worley. It was along some time in March or April. I think I paid it over soon after. Don't know whether I received it all or he paid it all at once, but I am positive Blevins got it. I don't think I got it all at once. I think the $100.00 payment was in June or July, 1862. I am as well satisfied of this payment as if it happened yesterday. I have no memorandum, and can't recollect of any circumstance to assist my recollection as to time. I received the money of Chris. Crumley, of upwards of $300.00 some time in the spring, February or March, 1862, in bank-notes, which, with some other money, went to make up the sum of $425.00, I think. I made no memorandum, but know it; know the
144 place where he paid me the money.

And further saith not.

J. A. MURPHY.

Deposition of W. D. Blevins, Apr. 27, 1869, for Blevins.

The said W. D. Blevins, of lawful age, being duly sworn, deposes and states:

I am one of the executors of the will of Thos. Rockhold, decd. I sold the land to deft. J. A. Murphy, & took his three separate notes, each for sum of $2,265.25. The first note was paid in current money previous to the war. The sale was made on the 10th February, & each note executed on said 10th February, 1859. The first due 12 months from date; the second, two years from date; and the third, 3 years from date, and all bearing interest from date. I now make my statements about the second note, from memoranda made at the time the money was paid me

by Dr. Murphy, Dec'r 14, 1863. I gave him a credit upon his second note for $67.40, being excess of payment over and above the first note.

145 On May 13, 1861, Dr. Murphy paid me one hundred & sixty dollars.

June 1, 1861, Dr. Murphy paid me two hundred & seventy-five dollars.

July 9, 1861, he paid	$150 00
Aug. 26, 1861, he paid	$200 00
Dec'r 10, 1861, he paid	$200 00
Jan. 18, 1862, he paid	$1,150 00

The payment of $200.00 on Dec'r 10, 1861, I believe, was in confederate money, but I am not certain; don't know the fact certainly.

The payment of $1,150.00 on Jan. 18, 1862, I have no doubt was confederate money, & so state.

Feb. 13, 1862, was paid $425.00. I have not a doubt on my mind but what this was confederate money. And other payments were made by Dr. Murphy, as follows:

March 31, 1862, was paid	$685 00
April 25, 1862, was paid	$300 00
May 22, 1862, was paid	$200 00
May 19, 1862, was paid	$150 00
June 7, 1862, was paid	$300 00
July 22, 1862, was paid	$200 00
146 Aug. 7, 1862, was paid	$100 00
Aug. 19, 1862, was paid	$100 00
Aug. 20, 1862, was paid	$669 74

which was the balance due upon said note, this sum of $669.74.

Embraced in this sum of $669.74 was a note amounting to the sum of $110.50 due from me to said Murphy, which note I took up or received as cash, & deducted from the sum of $669.74.

These are the sum total of the payments made by Dr. Murphy to me.

My reasons for stating that these payments, beginning with Jan. 11, 1862, of $1,150.00 were in confederate money, are because confederate money was about all the money in circulation, and that I took particular notice of the payments as they were made.

This money paid me, I paid over to Mat. T. Haynes, receiver.

I wouldn't say that every note was the same rec'd from Murphy & paid by me to the receiver, but the bulk of it was. I was not
147 receiving money from other sources.

All the money paid by me to M. T. Haynes was in confederate money. I put the amount received from Dr. Murphy, considering the circumstances I was surrounded with, & my memoranda, at the sum of $4,100.00 or between $4,000 & 4,200.00.

X-Ex.:

At the time I made the memorandum of payments from Dr. Murphy, I did not note the kind of money paid.

Dr. Murphy, as I now remember, did make some payments in mixed currency; that is, part confederate & part bank notes, but these mixed payments were previous to the $1,150.00 payment. The note for $110.00 due Dr. Murphy from me was a valid note for dollars, executed before the war.

I loaned some of the money I rec'd from Dr. Murphy, about $1,000.00, to E. A. Millard, & took note for it, which he has never paid.

I loaned H. M. Millard $200.00, but this, I think, was the $200.00
148 paid by Dr. Murphy, Dec'r 10th, 1861, about which I am not positive as to what kind of money it was.

I sold a tract of land, about the latter part of the year 1862, to a Mr. Neil, for, I think, $2,000.00. In 1863, as I now remember, I paid Wm. Roller's heirs $1,000.00 in confederate money, which I collected from the sale of the property of J. J. Roller. The $2,000.00 paid me by Neil for the land was confederate money. One reason that I remember the money paid me by Dr. Murphy was confederate, is that there was scarcely any other money in circulation at the time, & another reason is that I expected a dificulty about it, & therefore paid attention to the kind of money it was, & the time he paid it.

Re-ex.:

The $2,000.00 rec'd from Neil for the land was loaned by me, & I still have the notes for the same.

And further saith not.

WM. D. BLEVINS.

149 *Report.—Filed May 15th, 1869.*

Chancery court at Blountville.

CHARLES ROCKHOLD
vs.
THOMAS ROCKHOLD, WILLIAM D. BLEVINS, Leander Dryden, John R. Dulaney, Robert C. Rhea, & J. A. Murphy,
and
WILLIAM D. BLEVINS AND ROBERT ROCKHOLD, exrs. of Thomas Rockhold, dec'd,
vs.
J. A. MURPHY.

At the November term, 1868, of the chancery court at Blountville, the chancellor was pleased to decree in the above consolidated causes, among other things, that as follows, to wit:

The court is pleased to order, adjudge, & decree, that this cause be referred to the master to take and state an account, showing,

1st. What assets have, or with due diligence might have come
150 to the hands of the executors, including all interest received, and simple interest on the purchase price of said land from the day of sale to the first day of next term of this court.

2nd. What amount the administrator paid out in the due course of administration.

3rd. What has been paid to the complainant Charles Rockhold, and what to his colegatee, Thomas Rockhold.

4th. What is the balance due each.

5th. What sum has been paid by the deft. J. A. Murphy, in confederate treasury notes.

In taking the account the master will not allow any credit to the executor Blevins, for any sum paid by him to M. T. Haynes, Confederate States receiver, or any one else, except in discharge of bone-fide debts of the testator, properly authenticated.

And the master in taking the account should, at the instance of either party, examine the adverse party upon such interrogatories as may be propounded by the party calling for the examination.

151 It is further ordered and decreed, that the master in taking the account shall allow the executor credit for all taxes legally paid for the estate of his testator.

In pursuance of said decree as above recited, the master duly notified the parties to this cause by publication in the Jonesboro' Flag, a paper published at Jonesboro', Tennessee, to appear at his office in the court-house at Blountville on the April, 1869, & file all necessary proof, &c. At which time said parties desiring to offer additional evidence, the time for taking said account was extended to April 26th, 1869, at which time the said parties produced & filed additional evidences & announced that the proofs were complete as far as they were able to offer.

The master, in obedience to the directions contained in the decree, having attentively examined & digested as well he could the

152 evidence adduced, respectfully submits the following as his report:

The master under the first clause of said decree, to wit: "What assets have, or with due diligence might have come to the hands of the executors, including all interest received, and simple interest on the purchase price of said lands from the day of sale to the first day of the next term of this court," finds chargeable with the following amounts, as follows: Personal property and prices given at sale, as appears from sale bill, filed by W. D. Blevins:

	Dol.	Cents.	
Pair horse-gear			
Pair horse-gear	1	50	
" " do	1	55	
Lot old tools, &c		35	
Set of brick-bands	1	00	
Lot of old gears		10	
Two old weeding-hoes		50	
Flax hackle		75	
Lot old scythes, &c		50	
" " edge tools		60	
153 Box & old lumber		45	
Lot castings	2	00	
Large kettle	1	36	
" do.	1	40	
Can & tea kettle		32	
Large kettle	1	40	
Lot old castings		30	
Iron crane		82	
Old copper kettle, shovel, &c		51	
Pair old stretchers		56	
Old shovel & mattock		20	
Old saddle		25	
Churn		56	
Old shot gun	1	25	
Amount forward			18 65
Amt. bro't for'd from page 5			$18 65

		Dol. cents.	
	Spinning wheel	1 07	
	Big wheel & bell	32	
	Small spinning wheel	3 25	
	Peice of sole leather	1 66	
	Cockle sieve	60	
	Old vessels	25	
	Old axe	15	
154	Cut reed	10	
	Old bedstead	20	
	Old scythe & cradle	38	
	Scythe & cradle	1 55	
	Mowing scythe	36	
	Grindstone	2 40	
	Mowing scythe	75	
	Lot old lumber	10	
	Dishes	93	
	Large glass tumbler	1 40	
	Cupboard	5 00	
	Fall-leaf table	1 80	
	Small table & candle-stand	25	
	Books	1 11	
	Lot old books	25	
	Old bible	10	
	Pr. sheep-shears	36	
	Old safe	3 70	
	" bureau & book-case	4 00	
			31 98
			31 98
	Amt. for'd		50 63
	Amt. bro't for'd from page 6		50 63

		Dol. cents.
	Large box	15
155	Buggy & harness	29 50
	Flax brake	42
220	lbs. bacon at 11¼ per lb	24 75
152	" do. " 12 " "	18 24
128	" do. " " " "	15 36
84	lbs. dried beef 4¾ per lb	3 99
78	lard 10 " "	2 80
32	can & lard 6½ " "	2 08
10	bus. wheat at $1.00	10 00
10	" oats " 51	5 10
16	" do. " 46	7 36
23	lbs. dry hide " 5¼	1 26
15	" tallow " 12	1 80
	Sow & pigs	5 50
	14 hogs at $3.12 each	43 68
	Black cow	13 00
	Red do.	10 25
	White do.	9 00
	Large red cow	20 95

White cow, dun col. he'd	13 90		
Brown filly	79 20		
Bald mare	71 75		
Brown filly	76 50		
156 Cream-col'd gelding	121 00		
Clock	10 36		
		600 84	
Amt. for'd			$651 47
Amount for'd from page 7			$651 47
Looking glass	95		
Small bed & bedding	6 95		
Large do. do.	10 00		
Weaver's reed & harness	40		
Old bedstead	25		
Two-horse wagon	70 00		
Small log chain	1 31		
Large plough	4 02		
Shovel do.	1 50		
Harrow & chain	1 40		
25 bus. corn at 51 cts	12 75		
25 " do. " 52 "	13 00		
16 " do. " 55 "	8 80		
Horse colt	35 50		
Large plough	1 25		
Harrow	6 10		
Rakes & forks	1 00		
Wheat fan	32 25		
Old wheat fan	3 05		
157 Large plough	1 75		
Two-horse wagon	31 00		
Old box & horse feed	1 75		
" barrel, &c.	26		
Box & salt	25		
" & bran	11		
		250 60	
Amt. for'd to page 9			902 07
Amt. bro't for'd from page 8			$902 07
Bedstead & table	10		
Lot old chairs, brooms, &c.	31		
Lady's saddle	9 50		
Lot old castings	1 00		
10 head sheep	22 70		
2 calves	5 75		
Cutting-box	3 75		
Do. do.	45		
Lot cast plates	1 11		
Chopping-axe	25		
Jam-plate	55		
Pr. steel-yards	32		
Box	25		
Tub & old lumber	31		
158 Auger	05		
Loom	50		

1100 3 ft. boards	2 75	
		50 05
Total personal property		$952 12
Erra, ad'		2 00
Total (corrected)		$954 12

The above property was sold on twelve months' credit, from 10th day of February, 1869. (See sale-bill & answer of W. D. Blevins.)

And the master charges said executors with simple interest from the 10th day of February, 1860, to the 17th day of May, 1869, on the said sum of..... $954 12
9 yrs., 3 mos. & 7 days 530 64

Total principal & interest..... $1,484 76

With which said executors are charg'able on account of sales of personal property.

Choses in action belonging to the estate of Thomas Rockhold, decd. with which the executors are chargable.

159	Note on Jno. T. Keyes with int. from date, & dated *the* Jan'y 27th, 1854. Credit $10.50, Jan'y 27, 1856—for	$75 00	
	Ins. to 17 May, 1869, 13 yr., 3 m., 20 days.....	50 02	
			125 02
	(See inventory & statement of Blevins.)		
	Note on F. & E. S. Crumley, upon which judg't was taken for balance on same 7 April, 1861, for.....	36 00	
	Ins. to 17 May, 1869, 8 yr., 1 m., 10 ds.....	17 52	
			53 52
	(See inventory & statement of Blevins.)		
	Amt. forward.....		178 54
	Amt. bro't for'd from page 10.....		178 54
	Note on A. J. Millard, Saml. Millard & E. A. Millard for $144.75, due Dec. 29th, 1854, after allowing credits for amounts paid Rockhold in his lifetime. (See de*de*position of Blevins.)		
	Judgment was rendered on said note April 7, 1861, for.....	156 46	
	Int. the amt. to 17 May, 1869, 8 yrs., 1 m., & 10 days	76 14	
			232 60
	Note on A. M. Millard, E. A. Millard & Anderson Millard. Judg't on said note. (See depo'n		
160	of Blevins) the 7th April, 1861.....	238 15	
	Int. to 17 May, 1869, 8 yr., 1 m., & 10 dy's....	115 89	
			354 04
	Note on A. A. Bidleman for $50.00 due 11th Feb'y, 1858. Judg't on same the 11th April, 1860, for..	58 00	
	Ins. to 17 May, 1869, 9 yr., 1 m., & 6 dy's.....	31 66	
			89 66
	Amt. carried for'd to page 12		$854 84
	Amt. bro't for'd from page 11		854 84

Note on Wm. G. Odell for 36.00. Judg't on same, 7th April, 1861, (see dep. of W. D. Blevins) for...	39 00	
Int. to the 17th May, 1869, 8 yrs., 1 m., & 10 d'ys..	18 96	
		57 96
Note on Geo. Piles & David McClellan. Judg't on this note, after allowing credits, Sept., 1860, for the amt.....	256 92	
Interest to the 17 May, 1869, 8 yrs., 8 m., & 17 days.	134 23	
		391 15
(See deposition of Blevins.)		
161 Note on Jos. Meredith, Jacob R. Crumley, & Stephen Morton, after allowing all sums as credits paid Rockhold in his lifetime. Judg't on same, the 7th of April, 1861, for	104 35	
(See deposition of Blevins.)		
In't 17 May, 1869, 8 yrs., 1 m., & 10 dys.....	50 76	
		155 11
Amt. for'd to page 13.....		$1,459 06
Amt. bro't for'd from page 12		1,459 06
Note on W. D. Blevins for $100.00, due 30th May, 1856. (See deposition of W. D. Blevins. He states that interest on said note had been paid up to the time of Rockhold's death, but the principal was unpaid. As Blevins was exectr., the master does not here charge him with interest on said note).....	100 00	
		100 00
Note on John T. Mitchell & Rich'd Miller for $8.00, due May 18, 1859. (See dep. of W. D. Blevins. He says $9.44, in 1866, was pd. him on same.)	9 44	
162 Ins. from the 15th June, 1860, to 17 May, 1869, (estimating) 8 yr. 11 ms	5 04	
		14 44
Note on Willis Ingles for $100. This note bears credit on the date of note of $10.00, & was due Aug't 16, 1856. Judg't was taken on same 1860. (See deposition of Blevins).....	111 60	
Int. to 17 May, 1869, 8 yrs. & 9 mos	58 57	
		170 17
Amt. for'd to page 14.....		$1,743 67
Amt. bro't for'd from page 14		$1,743 67
Officer's receipts for notes which came to the hands of the exrs., Wm. Nickles; recpt. for note on Wm. Blevins & others, for $100.00, with credits. (See deposition of Blevins.) Judgt. on same day, 1859, for.....	110 00	
Int. to 17 May, 1869, estimating 9 yrs. & 6 mos	62 70	
		172 70
John W. & Thos. M. Vance, judg't July 31st, 1858, for.....	79 80	
Int. to May 17, 1869, 16 yr', 9 m', 16 d'ys	41 75	
		121 55

(See deposition of Blevins.)

163	Saml. Sells, sr., Geo. W. Sells, & John Sells, judgment 27th July, 1859	60 39	
	Ins. to 17 May, 1869, 9 yrs., 9 m., 20 d'ys	35 50	
			95 89
	Alexander & Thomas Canood, judg't Sept. 25th, 1858, for	124 70	
	Int. to 17 May, 1869, 16 yrs. 7 mos. 22 days	79 57	
			204 27

(See deposition of W. D. Blevins.)

Total amount of choses in action, &c., for which the executors are chargeable $2,338 08

The master has omitted such amounts in the foregoing account, embraced in the inventory, which the exr., W. D. Blevins, states in his deposition before the master were pd. to Rockhold in his life-time, when the obligors were insolvent, and when the debts specified & had never been collectable since the death of Rockhold. (See his deposition referred to.)

Real assets with which the executors are chargeable.

164 The land in the will directed to be sold on a credit of twelve months, &c., was accordingly sold to J. A. Murphy for the sum of $6,795.75, and three several notes were executed for same for $2,265.25, each with interest from date.

Amount for which the land sold to Murphy	$6,795 75
Int. from the 12th Feby., 1859, to 17 May, 1869, 10 yrs. 3 mos. & 5 days	4,088 14

(See decree in this cause.)

Total value of real estate of Thos. Rockhold, dec'd, with which his exrs. are chargeable $10,883 89

RECAPITULATION,

Showing the aggregate and gross value of the estate of Thomas Rockhold, dec'd, with which his executors are chargeable.

Total value of personal property, as shown by this account, page 9	$954 12
Total value of choses in action, &c., as shown by this acct., page 15	$2,338 08
165 Total value of real property, as shown on page 16 of this acct	$10,883 89
Aggregate value of s'd estate	$14,176 09

Disbursements made by the executors in due course of administration, as shown by vouchers on file & for which they are entitled to credits.

Voucher 1.	Order of J. A. Murphy, & accepted by Rockhold, for	3 00	
	Paid by exrs. 26 April, 1859.		
	Ins. to 17 May, 1869, 16 yrs. & 21 days	1 81	
			4 81
" 2.	Acct. of J. A. Murphy, paid by exrs. April 26, 1859, for	130 00	
	Inst. to 17 May, 1869, 16 yrs. & 21 days	28 44	
			208 44
	Amt. for'd to page 18		$213 25
	Amt. bro't for'd from page 17		$213 25

Vouch.	3.	Recpt. Jos. Helbert, Oct. 8th, 1859	1 26	
		Ins. to 17 May, 1869, 9 yrs., 7 m., & 9 days	73	
				1 99
"	4.	Acct. Nelly Shipley, paid by exr. Oct. 8, 1859	6 75	
		Ins. to 17 May, 1869, 9 y., 7 m., & 9 d'ys	3 67	
				10 42
"	5.	William Blevins, order p'd by exrs. 29 Sept., 1859	1 44	
		Ins. to 17 May, 1869, 9 yrs., 7 ms., & 18 d'ys	78	
				2 22
166 "	6.	Recpt. of J. Crunley, constable, amt. of judg't paid by exrs. 14 Sept., 1859	91 04	
		Ins. to 17 May, 1869, 9 yrs., 8 ms., 3 days	52 83	
				143 87
"	7.	Acct. Wm. B. McCroskey, paid by exrs. 17th Sept., 1869	32 75	
		Ins. to 17 May, 1869, 9 yrs. & 8 m	18 32	
				51 07
"	8.	Cost to Jno. C. Rutledge, clerk, p'd by exrs. 19 June, 1859.	4 95	
		Ins. to 17 May, 1869, 9 yrs. & 11 mos	2 94	
				7 89
"	9.	Acct. Alfred Blevins, paid by exrs. Dec., 1859	1 10	
		Ins. to 17 May, 1869, 9 yrs. & 5 mos	63	
				1 73
"	10.	Recpt. of J. Netherland, for Neil, for hire of slaves, p'd by exrs. 25 Nov'r, 1859	190 00	
		Int. to 17 May, 1869, 9 yr', 5 m., & 22 days	97 98	
				287 98
		Amt. for'd to page 19		720 42
		Amt. bro't for'd from page 18		$720 42
Voucher	11.	Acct. to Danl. Gistman, paid by exrs. 19 Sept., 1869	15	
		Ins. to 17 May, 1869	8	
				23
"	12.	Judgment paid to N. O. Morrell, assignee, May 17, 1860	29 02	
		Ins. to 17 May, 1869, 9 yrs	15 67	
				44 67
167 "	13.	Acct. Eliza Smithson, paid by exrs. April 5, 1859	4 00	
		Ins. to 17 May, 1869, 10 yrs. & 12 d'ys	2 43	
				6 43
"	14.	Acct. of Jos. A. Peters, pd. by exrs., Jan. 13, 1860	27 14	
		Ins. to May 17, 1869, 9 yrs., 4 mos., & 4 days	14 60	
				41 74
"	15.	Acct. of Katy Angel, & cost paid by exrs., Jan'y 11, 1860.	34 25	
		Ins. to May 17, 1869, 9 yrs., 4 mos., & 6 d'ys	19 19	
				53 44
"	16.	Acct. & note, bal. Bidleman, paid by exrs. Dec. 9, 1859	15 71	
		Ins. to 17 May, 1859, 9 yrs., 5 ms., & 8 days	8 78	
				24 49
"	17.	Recpt. of Henry Anderson, surveyor, and pd. by exrs., Feby. 6, 1860	3 00	
		Ins. to 17 May, 1869, 9 yrs., 3 m., 11 days	1 67	
				4 67
"	18.	Recpt. of A. G. Lowrey, shff., amt. of two executions, paid by exrs., 13 Nov., 1860	82 78	
		Ins. to 17 May, 1869, 8 yrs., 6 ms., 4 days	42 26	
				125 04
		Amt. for'd to page 20		$1,021 15
		Amt. bro't for'd from page 19		$1,021 15
Voucher	19.	Jno. B. Hamilton, R. C. for tax paid by exrs. 1859	25 64	
		Ins. to 17 May, 1869, 10 yrs	15 38	
				41 02
"	20.	Acct. to James & Sencker, paid by exrs. June 23, 1860	45 84	
		In'st to 17 May, 1869, 8 yrs., 10 mos., & 24 days	24 45	
				70 29
168 "	21.	Acct. John Weaver, paid by exr. Nov. 9, 1859	3 11	
		Ins. to 17 May, 1869, 9 yrs., 6 mos., & 8 days	1 77	
				4 88

"	22. Acct. A. Weaver, paid by exr. to Benj. A. Beeler, assignee, the 25 Dec'r, 1859	10 00		
	Ins. to 17 May, 1869, 9 yrs., 4 mos., & 22 days	5 68		
				15 68
"	23. Acct. E. H. Gray, paid by exr., Dec. 9, 1859	2 50		
	Ins. to May 17, 1869, 9 yrs., 3 mos., & 8 days	1 43		
				3 93
"	24. Judgment, Joseph Blevins, paid by exr. to F. S. Thomas, assignee, Nov. 14, 1859	37 00		
	Ins. to 17 May, 1869, 9 yrs. & 6 m	21 09		
				58 09
"	25. Acct. Crumley & Meredith, paid by exr. June 27, 1859.	13 84		
	Ins. to 17 May, 1867, 9 yrs., 10 m., 27 days	8 18		
				22 02
	Amt. for'd to page 21			$1,237 06
	Amt. bro't for'd from page 20			$1,237 06
Voucher 26.	To L. G. Dryden, crier of sale, pd. by exrs. Nov. 20, 1859.	25 0		
	Ins. to 17 May, 1869, 9 yrs., 5 mos., & 27 days	14 25		
				39 25
"	27. Acct. C. Blevins, paid to L. W. Loyd, assignee, April 3, 1869	13 12		
	Ins. to 17 May, 1869, 16 yrs., 1 m., & 14 days	7 97		
				21 04
"	28. W. D. Haynes, fee, as atty., in procuring free papers for Harry, (also see will,) paid by exrs., March 24, 1860	10 00		
169	Ins. to 17 May, 1869, 9 yrs., 2 m., 23 days	5 58		
				15 58
"	29. Thomas A. R. Nelson, fee, as atty., paid by exrs., 20th Nov., 1859	50 00		
	Ins. to May 17, 1869	28 48		
				78 48
"	30. Bill of costs paid to J. Crumley, const. Dec'r 20, 1860	10 25		
	Ins. to 17 May, 1869, 8 yrs., 4 m., 27 days	5 16		
				15 41
"	31. Acct. T. W. Jones, paid by the executors Dec. 7, 1860	4 97		
	Ins. to 17 May, 1869, 9 yrs., 5 m., & 7 days	3 00		
				7 97
"	32. D. W. Crumley, R. C. tax for 1860	1 74		
	Ins. to 17 May, 1869, 9 yrs	93		
				2 67
	Amount for'd to page 22			$1,417 51
	Amt. bro't for'd from page 21			$1,417 51
Voucher 33.	Amt. paid Thomas Rockhold, legatee, paid by exr., March 21, 1860	500 00		
	Ins. to 17 May, 1869, 9 yrs., 2 ms., 26 days	277 16		
				777 16
"	34. Amount to Thomas Rockhold, legatee, paid by executor, 21st February, 1861	210 00		
	Ins. to 17 May, 1869, 8 yrs., 3 mo, 26 days	104 86		
				314 86
"	35. Acct. E. C. Warren, paid by executor, Dec. 20th, 1861	7 44		
	Ins. to 17 May, 1869, 7 yrs., 4 m., 27 days	3 30		
				10 74
170 "	36. Acct. D. W. Crumley, paid by exrs. June 8, 1861	30 30		
	Ins. to 17 May, 1869, 7 yrs., 11 ms., 9 days	14 42		
				44 72
"	38. Acct. John Combs, paid by exr., June 25, 1861	2 75		
	Ins. to 17 May, 1869, 7 yrs., 10 m., 22d	1 28		
				4 03
"	39. Devise to old Harry, (see will)	500 00		
	The master estimates the int. on same from 10 Feby., 1860, to the 17 May, 1869, 9 yrs., 3 mos., & 7 days	277 55		
				777 55

"	40. Acct. Jno. T. Keyes, paid by exrs., Aug. 3, 1861	29 06		
	Ins. to 17 May, 1869, 7 yrs., mos., 14 days	13 54		
				42 60
	Amount for'd to page 23			$3,389 17
	Amt. bro't for'd from page 22			$3,389 17
Voucher 41.	Acct. Wm. T. Odell, paid by exr., June 29, 1860	2 00		
	Ins. to 17 May, 1869, 8 yrs., 10 mos., 18 days	97		
				2 97
"	42. Acct. Wm. Richardson, paid by executor Feby. 26, 1859	2 00		
	Inst. to 17 May, 1869, 10 yrs., 3 m., 21 days	1 25		
				3 25
"	43. J. R. Anderson, R. collector, paid March 21, 1864	5 00		
	Ins. to 17 May, 1869, 5 , 2 m	1 52		
				6 52
"	44. D. W. Crumley, R. C. tax paid, 1863	25 21		
171	Ins. 17 May, 1869, 6 yrs	9 07		34 28
"	45. Bill of cost, also see deposition of Blevins before the master	7 75		
	Ins. to 17 May, 1869, 10 yr	4 45		12 40
"	49. D. W. Crumley, rev. col. tax	1 80		
	Inst. 5 yrs.	50		2 30
"	50. Acct. Wm. Rutledge paid by exr. Nov. 25, 1859	10 00		
	Ins. to 17 May, '69, 9 y., 5 m., 22 days	5 69		15 69
"	51. Acct. Henry Bullock, paid by exr. 14 July, 1860	14 25		
	In. to 17 May, 1869, 8 yrs. 10 m	17 55		31 86
	Amount for'd to page 24			$3,498 38
	Amount bro't for'd from page 23			$3,498 38
	The master here also credits the executor with the amt. which Mary Royston bid for saddle, & for which she executed her note, for this sum is charged to exr. on page 9 of this report; the note was delivered to her by order of Thomas Rockhold. See dep. Blevins as to *to* this	9 50		
	Ins. from 10 Feb'y, 1860, to 17 May, 1869, 9 yrs., 3 m., & 7 days	5 26		
				14 76
172	The master, under all the circumstances of this cause, the labor performed, &c., considers it right to allow to W. D. Blevins, who was the active executor, for his services, 7½ per cent. on the gross value of the estate, i. e., upon $14,176.09			$1,063 20
	Total disbursements			$4,576 34
	Error in allowing vo'cher 43, deduct			6 52
	Total disbursements (corrected)			$4,569 82

Under the 3d clause of the decree in this cause, viz: What sum has been paid to compl't, Charles Rockhold, & what as to his co-legatee Thomas Rockhold?

The master reports that there is no voucher or paper on file to show that compl't, Charles Rockhold, has received any part of said estate.

Thomas Rockhold received, March 21, 1860	$500 00
Ins. to 17 May, 1869	277 16
Thomas Rockhold received, Feb'y 21, 1861	210 00
Ins. to 17 May, 1869	104 88
Amt. recd. by Thomas Rockhold	$1,092 02

Under the 4th clause of the decree, viz: "What is the balance due to each?" the master reports the following:

Gross value of estate	$14,176 09

173	Add amt. recd. by Thomas Rockhold	1,092 02
	Those of Charles Rockhold	5,895 15
Those of Thomas Rockhold still due		$3,711 12

Under 5th clause of the decree, viz: "What sum has been paid by the defendant J. A. Murphy, in confederate treasury notes?"

The master considers that the matter is not left free from some doubt, by the proofs adduced, but submits the following as the best conclusion which he is able to arrive at.

W. D. Blevins, compl't, in cross-cause, in his deposition, gives the following as the amounts of confederate money paid by J. A. Murphy, and the date of payment:

Jan'y 18th, 1862	$1,150 00
Feb'y 13, 1862	425 00
March 31, 1862	685 00
April 25, 1862	300 00
May 22, 1862	200 00
" 19, 1862	150 00
June 7, 1862	300 00
July 22, 1862	200 00
174 Aug't 7, 1862	$100 00
Aug't 19, 1862	100 00
Aug't 20, 1862	669 74
Total	$4,279 74
Amt. brot. ford	$4,279 74
Of this amount should be deducted 110, note on Blevins taken up in the settlement	110 00
	$4,169 74
J. A. Murphy, in his deposition, states that three several sums were paid by him to Blevins in 1862, in bank money, viz: $300, money got from C. Crumley $100.00, & about $800.00 got from James B. Worley. The master thinks the first amounts made out by the proof. See depositions of Murphy, C. Crumley, & N. C. Morrell	$400 00
	$3,769 74

As to the $800 amount, J. A. Murphy says he paid to Blevins, "to the best of his recollection." The note is assigned to Worley, upon which the money was obtained previous to the date of the $1,150 payment,
175 & see deposition of W. D. Arrants, and the master does not allow a credit to Murphy for same.

The master reports the said amt., $3,769.74, as the "amount of confederate treasury notes paid by the deft., J. A. Murphy."

In arriving at this conclusion, the master has adopted the statement in W. D. Blevins' deposition, except as to $400, but also refers to the depositions of Samuel U. Millard, W. D. Arronts, D. W. Crumley, Charles N. Simpson, receipts of M. T. Haynes, receiver, in corroboration of same.

All of which is respectfully submitted.

WILLIAM MULLENIX,
Clerk & Master.

Exceptions of J. A. Murphy to master's report.

Filed May 19th, 1869.

WM. MULLENIX, *C. & M.*

The said J. A. Murphy, one of the defts. in each of said causes, excepts to the master's report made to the May term, 1869, and marked filed the 15 May, 1869, in the following particulars:

1. The master reports that s'd Murphy paid $1,150, on Jan'y 18th, 1862, all in confederate money, when the testimony shows part of said sum was paid in bank-notes.

176 2. The master reports the $425 paid 13 Feb., 1862, $685 paid March 31, 1862, $300 paid Apl. 25, 1862, $200 paid May 22, 1862, $150 paid May 19, 1862, were all paid in confederate money, when the weight of proof is these several sums were not so paid, and the testimony does not justify the report.

3. The master further reports that the sum of $200, July 22d, 1862, $100, Aug. 7, 1862, $100, Aug. 19, 1862, and $669.74 Aug. 20, 1862, were paid in confederate money, which report is not warranted by the proof. See dep. of J. A. Murphy & others on file, as to all said exceptions.

Wherefore s'd Murphy excepts to said report.

May 19, 1869.

DEADERICKS, *Sol's.*

Affidavit of J. A. Murphy, May 19, 1869.—WM. MULLENIX, *C. & M.*

John A. Murphy, deft. in both the said causes, makes oath that the report of the clerk & master to the present term does him great injustice in charging that a number of the payments on the land purchased by him were made in confederate money, which he knows were not made in said illegal currency.

177 Affiant is advised by his counsel that it will be material to his defence & the attainment of justice in these causes, that his own deposition should be retaken upon the question of the amount and dates of the payments of bank-notes & confederate money on the notes given for land in the pleadings & report mentioned.

Affiant was examined before the master, as was the s'd Wm. D. Blevins, but affiant is advised by his counsel that there are facts & circumstances material to his interest, & within his knowledge, which he failed to state, owing to not being interrogated directly in relation thereto, & his ignorance of the materiality of the testimony.

Affiant further states that Wm. D. Blevins, one of the complts. & exrs., was examined before clerk & master, on whose testimony mainly the master bases his report in relation to confederate money, and was partially cross-examined, but y'r affiant states that it is necessary to his defense that he should be allowed further to cross-examine the said Wm. D. Blevins. Affiant therefore prays that the account &

178 report of the master, so far as it relates to the payments for said land, may be recommitted, & that he have leave further to cross-examine the said Wm. D. Blevins, and to be further examined himself, & introduce further testimony in relation to s'd payments of confederate money, and that the master be directed to alter or modify his report as to the point indicated in such manner & to such extent as the proof adduced may warrant.

J. A. MURPHY.

Sworn to & subscribed before me 19th May, 1869.
WILLIAM MULLENIX, *C. & M.*

Deposition of H. M. Arrants for Rockhold & Blevins, Sept. 11, 1869.

Deposition of H. M. Arrants, taken on behalf of W. D. Blevins.

Says I borried some confederate money in the latter part of 1862, to the best of my recollection as to time; that Dr. Murphy told him at the time I borried, that he would want it back in two or three weeks to make a payment to Maj. Blevins on his land. I returned confederate money, and my recollection is that the amount was six or seven
179 hunded dollars.

Cross-examination:

I do not recollect the time of year I paid back the confederate money to Dr. Murphy; don't what Dr. Murphy did with the money more than what he told me.

H. M. ARRANTS.

Re-examined by consent of parties, 14th Sept., 1869, sayes:
That since giving the foregoing deposition I have *went* home. I find that I executed a note for the confederate money above-named, as borried of Dr. Murphy. I made the statement in the foregoing deposition from memory, but on finding the note executed as above-named I find that I was mistaken as to date, and I have no recollection of ever borrowing any other money of Dr. Murphy, but the money for which the note was executed for, herewith filed marked (A) to this deposition. The note shows that the money was borried in 1863, Feb'y, 25, and was paid in 1864.
And further sayeth not.

H. M. ARRANTS.

180 *Dep. of J. A. Murphy, Sept. 11th,* 1869.

The said witness J. A. MURPHY, of lawful age, being duly sworn, deposed as follows:
Sayes, the credit of $1,150.00 on the two last notes dated 7th of Jan'y, 1862, I don't claim as any part being State money, but think & am almost persuaded that there was some State money in it, but will not claim it. All the money I paid him (Blevins) before 7th Jany., 1862, was bank money & some gold. The payment of $452.00 dated Feb. 13th, 1862, on the settlement between myself & Blevins, I am certain & positive, was State money. The payment of $685.00, March 31st, 1862, I say the same as about the last, that it was State money. The payment of $300.00, April 25th, 1862, I say, was State money, & am certain & positive about it. The payment of $200.00, May 22d, '62, was also State money. The payment of $150.00, May 19th, 1862, was also State money, I am certain.
The payment of June 7th, 1862, $300.00 was confederate money.
The payment of $200.00, July 22d, 1862, was State money. I am positive about this. The payment of $100.00, August 7th, 1862, was
181 State money, & the $100.00 I paid in the presence of A. C. Morrell. The payment of $100.00, August 19th, 1862, was State money. I am certain about that. The balance due after these payments, including Blevin's note of $110.00, amounting to $559.28 was paid as follows:

Paid Sept. 3d, 1862, $300.00 endorsed on the note, I am certain, was State money. $100.00 paid Sept. 30th, 1862, was State money. I am certain of this. The last payment made on the note, amt. & date not distinct was in State money; amt. about $150.00. I paid Mr. Blevins confederate money but twice. I now made the statement after reflection, & would have made the same statement when my deposition was taken before, but I thought that the proof devolved on Maj. Blevins outside of his own oath. I would have sworn positively to this before, but Maj. Blevins remarked that we would swear to the best of our recollection & belief. There was no doubt on my mind as to these matters, when I was sworn before.

182 Cross-examined:

The reason why I did not swear positively before was, because Maj. Blevins remarked that we would swear to the best of our recollection and belief, as usual. If I had known it would have had a greater weight to have sworn positively then, I would have done so. I have some doubts still about the payment of $1,150, being all in confederate money. I had some doubts then, & have some now. I don't know that a transaction involving matters of great magnitude are more likely to impress the mind than a transaction involving a smaller amount. I don't recollect where the $425.00 was paid, but think it was paid at his house. I think the most of it was Tennessee money, & I think it was all Tenn. & Va. money, but don't recollect any of the particular banks. I think the 685.00 was paid at Maj. Blevins' house. Know it was paid there. I don't recollect the banks, but know it was State money. There were some ten, some twenty, & two fifty dollar bills. Don't recollect
183 the particular banks—both might have been Va., & both Tenn. money. Don't recollect who I got them from. Don't know who I got them from; was getting money from nearly every one or many persons.

The $300 was paid at his house, (Blevins'.) They were bank bills, but what kind I do not now recollect. The $200.00 paid in May, 1862, I paid to Maj. Blevins in his parlor; don't know where I was, whether I was called to see a patient or not; do not recollect certainly of doing anything else on that day, without being assisted by this settlement between me and Maj. Blevins and the endorsement upon the notes. I do not believe I could recollect the dates and amounts of these payments. The payments of $1,152.00, some of which was confederate money, & the $300.00 June 7, 1862, are all the times I paid Blevins confederate money. This I know from getting $175.00 from a man for a horse in Bristol. I wouldn't take confederate on my old debts about June 7, 1862, and don't know that there was any great difference
184 then in confederate and State money. In selling stock and getting money about this time, I got it principally to pay Maj. Blevins.

I did not know at the time I was paying money over to Maj. Blevins that he was paying it over to M. T. Haynes, confederate receiver. I probably would have taken less for the horse in State money. When I did take confederate money for anything I generally charged a littie more. As a general thing I refused taking it, and advised Maj. Blevins not to take it; that there might be a difficulty about it; that this was at or before the time I paid the $1,152.00 in Jan., '62; that we might get whipped. Maj. Blevins seemed perfectly willing to take it, and said there was no danger in it. Major Blevins was the executor of the Rockhold estate, which I knew, and I felt no doubt or hesitancy in pay-

ing him any kind of money after I had advised him. I thought that a payment to him would discharge my liability. He made me feel so.

Maj. Blevins and I were very friendly, and he promised to take
185 money from me whenever I got it. I have no recollection of Maj. Blevins' ever refusing to take any money from me. All that I recollect about any conversation in the presence of Sam. Millard at Bristol, or know, is from the deposition of said Millard. I don't know that I had this conversation. I never saw Maj. Blevins mad or excited that I know of. I recollect positively that Maj. Blevins received money from me, and never refused it from me that I can recollect of, and don't recollect of his ever saying he would not take any more money from me. He always seemed glad to get it. I do not know at what time I first learned that Blevins had to pay or was paying the money over to M. T. Haynes, receiver, as it was a matter that I had no interest in. Having bought the land at a large price I felt some anxiety about paying for it and getting a deed for it. I did not owe anybody except Maj. Blevins about this time. Under these circumstances of having bought

the land, and owing no one, & confederate money being more
186 abundant and easier to get, the reason I paid Maj. Blevins mostly in State money was because I felt under moral obligations so to pay him.

After having advised Maj. Blevins not to take confederate money, I did not consider it any violation of moral obligation to pay him confederate money. I considered myself released from paying any kind of money but confederate money, at least as far as the confederate money went.

Re-examined:

I was a practising physician for near 20 years, at the time of this purchase of land from Blevins, with a pretty extensive practice; had many and various debts upon the parties. I made my debts pay for the land, except about twenty-odd hundred dollars of my wife's estate. The remainder of the principal was chiefly paid in collections of my own debts.

And further saith not.

J. A. MURPHY.

Dep. of J. P. Hammer for Murphy, Sept. 11th, 1869.

The said witness Dr. J. P. HAMMER, of lawful age, being duly sworn, deposed as follows, says:

187 That, in the years 1861 & 1862, I was keeping hotel and know that State money was in circulation to a considerable extent; that State money was considered a little better than confederate. State money about that time was abundant, & was all other paper money. That in 1861 State money could be obtained with less difficulty than at any time before, & that in 1862 State money was abundant & easily got hold of. All kinds of paper money was easily got hold of at that time, as there was a great deal of bank-paper in circulation about that time.

Cross-examination:

In 1861, I saw confederate money was bought with gold at par in Bristol. Think there was but little difference made between gold and confederate money in 1861 about Bristol. It was in the latter part of 1862 before there was any difference between confederate & State paper. There was a difference between paper money, State money. The State

Bank was considered best. Planters' Bank was good, &c. Ac-
188 cording to my information as to the laws of trade & commerce, the more depreciated currency constitute the bulk of the circulation.

It is my recollection that in 1862, when men could discharge a debt in confederate money, they generally availed themselves of the privilege.

Re-examination:

I remember no difference in ordinary bank-paper & confederate money until the latter part of 1862.

And further sayeth not.

JNO. P. HAMMER.

Master's report.—Filed Nov., 1869.

Chancery court at Blountville.

CHARLES ROCKHOLD
vs.
THOMAS ROCKHOLD, WILLIAM D. BLEVINS, Leander Dryden, John R. Dulaney, Robert P. Rhea, and J. A. Murphy;

and

WILLIAM D. BLEVINS & ROBERT ROCKHOLD, ex'rs of Thomas Rockhold, dec'd,
vs.
189 J. A. MURPHY.

At the November term, 1868, of the chancery court at Blountville, in the above causes, it was ordered that the master take & state an account, & show what assets had, or with due diligence might have, come into the hands of W. D. Blevins & Robert Rockhold, executors of Thomas Rockhold, dec'd, & what had been paid out by them in due course of administration, &c., &c. And it was further ordered, that the master report what sum the deft., J. A. Murphy, has paid in confederate treasury-notes.

In pursuance to said order, the master made his report to the May term, 1869, of the chancery court, to which certain exceptions were filed by deft., J. A. Murphy, and the court at said term made the following order, to wit:

For sufficient reasons appearing to the chancellor from the affidavit of deft., Murphy, it is ordered that master's report to the present term, which has been excepted to by s'd Murphy, be recommitted,
190 with instructions to the master to retake the deposition of s'd Murphy, & recross-examine s'd Blevins at the instance of said Murphy, & take such other legal evidence as may be adduced by either of the parties touching the question as to the kind of money & date of payment, paid for the land sold s'd Murphy, in the pleadings mentioned; & the master will modify his report to such extent as a review of the testimony now on file & any new evidence taken may, in his opinion, warrant, & he will report to the next term of this court.

In pursuance of said instructions the master notified the parties concerned to appear at his office at Blountville, on the , 1869, with

their proofs, when certain evidence was taken & filed and the account kept open as long as the parties desired.

The new proof filed for the account under the above order consists of the depositions of deft., J. A. Murphy, & John P. Hammer, C. Crumley & William Arrants for deft., J. A. Murphy, and the deposition of
191 compl't, W. D. Blevins, and Samuel H. Millard, for said Blevins.

The master reports that, on a review of the old testimony, and considering the new as above stated, he finds no reason to change his former report as to the amount of confederate treasury-notes paid by Murphy to Blevins on the land. The proof is somewhat conflicting, & especially so the evidences of Blevins & Murphy, the parties with conflicting interests, & but little positive proof is offered, except that of the said parties. The master is not fully satisfied as to the amount of confederate money paid by Murphy, but the amount given in former report is the same here reported, as the testimony, in his opinion, seemed rather to substantiate the same.

All of which is respectfully submitted.

WILLIAM MULLENIX,
Clerk & Master.

Exception to master's report.— W. D. Blevins.

Filed Nov. 16th, 1869.

WM. MULLENIX, *C. & M.*

The said William D. Blevins, by solicitor, excepts to the reports
192 of the master filed in this case, on the 15th May, 1869, and on the day of November, 1869, in the following particulars:

1st. Because the master in said report, filed 15th May, 1869, and on pages 25 and 26 thereof, shows that the amount of confederate money paid to Wm. D. Blevins, by deft., J. A. Murphy, was the sum of $3,769.74, but fails to show what would be the amount of interest thereon from the date of payment, and to charge deft., Murphy, therewith, and the said report filed November, 1869, fails to make the correction.

2nd. The master, on page 26 of said report, erroneously credits the defendant, John A. Murphy, with $400.00 as being paid in bank-notes, when, in fact, the same was paid in confederate treasury-notes. (See deposition of W. D. Blevins, and other proof in the cause.)

The resp't, W. D. Blevins, therefore prays that said reports be corrected in the above particulars.

F. M. FULLSERSON,
Sol. for said Respt. W. D. Blevins.

193 *Exceptions to report—J. A. Murphy.—Filed Nov.* 17, 1869.

The deft., J. A. Murphy, by his solicitor, excepts to the reports of the clerk & master in these cases; the first, "filed 15th May, 1869, & the last filed at the present (November) term, 1869, & marked filed Nov., 1869," in the following particulars:

1. The said last-mentioned report does not correct the errors of the first-named report, which was recommitted at the May term, 1869, upon exceptions taken thereto, at May term, 1869.

2. Said report of May term, 1869, states that the following payments to said Blevins for the land sold to s'd Murphy, in the pleadings mentioned, were made by s'd Murphy in confederate money, or confederate treasury-notes.

To wit:

18th Jany., 1862	$1,150.00
13 Feby., 1862	$425.00
31st March, 1862	$685.
Apl. 25, 1862	$300.00
May 22, 1862	$200.00
May 19, 1862	$150.00
June 7, 1862	$300.00
194 July 22, 1862	$200.00
Aug. 7, 1862	$100.00
Aug. 19, 1862	$100.00
Aug. 20, 1862	$669.74

Whereas the proof in the causes show all of the above-named payments were made in bank-notes, & that none of them were made in confederate money, except the sums of $1,150, Jany. 18th, 1862, and $300.00, paid June 7th, 1862.

Deft. therefore excepts to s'd reports, in that they have an insufficient evidence, &, contrary to the weight of proof, reported that all of said sums, except as above stated, were paid in confederate money.

(See the depositions of J. A. Murphy.)

3. On p. 27 of first report, affirmed by the report to Nov. term, 1869, the master reports the total payments in confederate money, made by deft. Murphy to s'd Blivens, exr., to be the sum of $3,769.74, when the evidence shows the am't to $1,450. (See J. A. Murphy's deps.)

195 [From rule-docket.]

Netherland & Shields.

CHARLES ROCKHOLD
vs.
THOMAS ROCKHOLD, WILLIAM D. BLEVINS, ET als. } C. bill.

Bill filed 21st March, 1866, pros. bond same day, one sub. to ans., and copy of the bill 1st day of Apr., 1866.

In this case it appearing, from the allegations in compl't's bill, that Thomas Rockhold, one of the defendants, is a non-resident of the State of Tennessee:

It is therefore ordered that publication be made for four successive weeks in the Bristol News, notifying said deft. to appear before our chancery court, at the court-house in Blountville, on the third Monday in May next, and defend said bill, or the same will be set for hearing ex parte. This 3d day of April, 1866.

WILLIAM MULLENIX, *C. & M.*

196 Sub. to ans. returned to office, May 18th, 1866, endorsed, executed on all the within defts. except Thos. Rockhold, not to be found in my country.

P. TOALSLEY, *D. Shff.*

Three months to answer allowed defts. at May term, 1866.

Ans. of J. R. Dulaney, filed Aug. 8, 1866, & notified compl't's counsel Netherland.

Ans. of John A. Murphy, filed 16th Aug., 1866, & notified compl't's counsel same day. John Netherland. Postage, 3 cents.

The defts., Thomas Rockhold, Wm. D. Blevins, Leander Dryden, & Robert P. Rhea, having failed to ans. as they were bound to do, it is considered that judgment pro confesso be, and the same is hereby, entered against the defts. above mentioned, cause & the cause as to them set for hearing ex parte.

WILLIAM MULLENIX, *C. & M.*

28 Sept., 1866.

Ans. & cross-bill filed 20th Nov., 1866; cross-bonds same day, with Jno. P. Hammer, su'ty. One copy of the bill, with words and subpœna to ans. to Sullivan County, 21st Nov., 1866.

Ans. of John A. Murphy to the cross-bill of W. D. Blevins, filed 14th Jan., 1867.

197 Death of complt. Charles Rockhold, suggested, May term, 1867.

Decree, November term, 1868, ordering account, &c. Ordered that account be taken on the 5th April, 1869. Notice in the "Jonesboro' Flag" to the parties to produce their proofs.

Decree revived & account recommitted to the master, May term, 1869.

Report filed, &c. Cause continued by consent &c.
Cause continued from page 55 of this docket, May term, 1876, (page 452.)

W. D. BLEVINS & ROCKHOLD, ADMRS.,
vs.
J. A. MURPHY ET AL.

Cause continued by consent, for absence of counsel.

1871, May term. Final decree, and appeal taken by deft. J. A. Murphy, page 655.

May 31st, 1871. Appeal-bond filed by deft. Murphy, with A. J. Brown, surety.

July 17, " Appeal-bond filed by Wm. D. Blevins, with Owen N. B coe& E. A. Millard, surety.

198 [From the record.]

Order, May 21, 1866.

CHARLES ROCKHOLD
vs.
THOMAS ROCKHOLD ET ALS.

Order, May 21, 1867.

Three months allowed defts. to answer, so as not to delay.

CHARLES ROCKHOLD
vs.
W. D. BLEVINS & OTHERS.

In this case the death of the complt. is suggested.

Order, Nov. 18, 1867.

CHARLES ROCKHOLD
vs.
THOMAS ROCKHOLD ET AL.

Continued as an affidavit of compt. for defts.

Decree, Nov. 17, 1868.

CHARLES ROCKHOLD
vs.
THOS. ROCKHOLD, W. D. BLEVINS, LEANDER Dryden, Robert P. Rhea, & J. A. Murphy,
and
WILLIAM D. BLEVINS & THOMAS ROCKhold, adm'r of Thomas Rockhold,
199 *vs.*
JOHN A. MURPHY.

These causes were by consent heard together, and, by the agreement of the parties, by their solicitors, the record of the case of W. D. Blevins & others vs. J. A. Murphy was offered and considered as read in evidence on the trial of the case of Charles Rockhold vs. Blevins & others, so far as the same was fully applicable.

It was admitted by the solicitor of J. A. Murphy that there never was any title-bond executed or delivered by the executors of Thos. Rockhold, and the sol. of W. D. Blevins admitted that the settlement exhibited with the answer of deft. Murphy, marked "A," and the credits endorsed on the back of the notes, exhibited with said answer as No. 1 & 2, was in the proper handwriting of said Blevins. With these admissions and agreement the case, or these cases, to be heard on this 19 day of Nov., 1868, before the chancellor, C. P. Temple, upon the pleadings and proofs and argument of counsel; and it appearing to the court that Thos. Rockhold, the testator, made and published his last will and testament, appointing the said W. D. Blevins & Thomas Rock-
200 hold, jr., his executors, and departed this life, the said will, after the demise, was properly proved, and recorded in the county court of Sullivan County; and that said executors took upon themselves the execution of the trusts created by said will; that the records of said county court have been burnt, and the original will destroyed, but that a certified copy of said will was preserved, and has been filed by the defendant Blevins, and is made a part of the record in this cause; that, in pursuance of the powers conferred by said will, said W. D. Blevins & Thos. Rockhold sold the land of the testator in the pleadings mentioned to the deft., J. A. Murphy, on the 12 day of February, 1859, for the sum of six thousand seven hundred and ninety-five dollars and seventy-five cents, payable in one, two, and three years, in equal installments, with interest from date, taking notes with security, and retaining a lien upon the land; that a part of the purchase-money has

201 been paid by the deft., J. A. Murphy, to the acting executor, Blevins, in coin & bank-notes, and a part in the treasury-notes of the Confederate States of America, an illegal and unlawful paper; that, upon the payment of said money & illegal paper, the notes executed by said Murphy were surrendered to him; that the said J. A. Murphy filed his bill in the chancery court at Blountville, returnable to the May term, 1863; that, on the second day of said term, a judgment pro confesso was ordered to be, and was, entered, and the cause heard ex parte; that said decree purports to divest the title to said land out of Thomas Rockhold & W. D. Blevins, and out the devisees of Thos. Rockhold, sen., the testator, reciting that the purchase-money had been fully paid; which decree, & the records of the cause, so far as it exists, were offered as evidence by said Murphy's sol., and considered as read, and is ordered to be made a part of the record in this cause.

202 And it further appearing to the court, from the admissions of the deft. Murphy, that he had not paid the full amount of the purchase-money to the executor and trustee, Blevins, for said land, as recited in said decree, but that a part of the purchase-price of said land had been paid in the illegal paper known as confederate money; that it does not appear that the complt. Charles Rockhold was a party to said bill, and that there was no legal evidence of sale, there being no title-bond, or other writing, binding said Thomas Rockhold to make a title;

The court is therefore of the opinion, and pleased to order, adjudge, & decree, that the complt., Wm. D. Blevins & Thomas Rockhold, exrs. of Thomas Rockhold, decd., are entitled to the relief prayed for in their bill, and that said decree of the 19th of May, 1863, in the case of J. A. Murphy vs. W. D. Blevins & Thomas Rockhold, be, and the same is, declared null and void, the same having been obtained by

203 fraudulently withholding from the court material facts in the case, and that the deed executed by the clerk and master is utterly void, and communicates no title or right of possession.

And it further appearing to the court that the compl't, Charles Rockhold, is entitled to the relief sought in his bill to a full account of all the assets of the testator's estate, and to hold the executor, W. D. Blevins, & his sureties, personally liable for the same, and also to enforce his equitable right to the vendor's lien against the land so sold to said Murphy to the extent of the unpaid purchase-money, being the amount of the confederate notes paid by said Murphy to said Blevins.

The court, being of the opinion, and so adjudging, that the deft. Murphy, by paying a part of the trust-fund in illegal paper has not so far aided in the illegal violation of the trust as to hold him bound to see to the proper application of the entire purchase-money; but it not appearing to the court what sum was so paid by said Murphy in confederate

204 money, nor what amount of assets have come to the hands of said Blevins, as acting executor, nor what disbursements he had made in the due course of administration—

The court is pleased to order, adjudge, and decree that this cause be referred to the master, to take and state an account showing—

1st. What assets have, or with due diligence might have, come to the hands of the executors, including all interest received, and simple interest on the purchase-price of said lands from the day of sale to the first day of the next term of the court.

2nd. What amount has the executor paid out in the due course of administration.

CHARLES ROCKHOLD
vs.
W. D. BLEVINS & OTHERS.

In this case the death of the complt. is suggested.

Order, Nov. 18, 1867.

CHARLES ROCKHOLD
vs.
THOMAS ROCKHOLD ET AL.

Continued as an affidavit of compt. for defts.

Decree, Nov. 17, 1868.

CHARLES ROCKHOLD
vs.
THOS. ROCKHOLD, W. D. BLEVINS, LEANDER Dryden, Robert P. Rhea, & J. A. Murphy,
and
WILLIAM D. BLEVINS & THOMAS ROCKhold, adm'r of Thomas Rockhold,
199 *vs.*
JOHN A. MURPHY.

These causes were by consent heard together, and, by the agreement of the parties, by their solicitors, the record of the case of W. D. Blevins & others vs. J. A. Murphy was offered and considered as read in evidence on the trial of the case of Charles Rockhold vs. Blevins & others, so far as the same was fully applicable.

It was admitted by the solicitor of J. A. Murphy that there never was any title-bond executed or delivered by the executors of Thos. Rockhold, and the sol. of W. D. Blevins admitted that the settlement exhibited with the answer of deft. Murphy, marked "A," and the credits endorsed on the back of the notes, exhibited with said answer as No. 1 & 2, was in the proper handwriting of said Blevins. With these admissions and agreement the case, or these cases, to be heard on this 19 day of Nov., 1868, before the chancellor, C. P. Temple, upon the pleadings and proofs and argument of counsel; and it appearing to the court that Thos. Rockhold, the testator, made and published his last will and testament, appointing the said W. D. Blevins & Thomas Rock-
200 hold, jr., his executors, and departed this life, the said will, after the demise, was properly proved, and recorded in the county court of Sullivan County; and that said executors took upon themselves the execution of the trusts created by said will; that the records of said county court have been burnt, and the original will destroyed, but that a certified copy of said will was preserved, and has been filed by the defendant Blevins, and is made a part of the record in this cause; that, in pursuance of the powers conferred by said will, said W. D. Blevins & Thos. Rockhold sold the land of the testator in the pleadings mentioned to the deft., J. A. Murphy, on the 12 day of February, 1859, for the sum of six thousand seven hundred and ninety-five dollars and seventy-five cents, payable in one, two, and three years, in equal installments, with interest from date, taking notes with security, and retaining a lien upon the land; that a part of the purchase-money has

201 been paid by the deft., J. A. Murphy, to the acting executor, Blevins, in coin & bank-notes, and a part in the treasury-notes of the Confederate States of America, an illegal and unlawful paper; that, upon the payment of said money & illegal paper, the notes executed by said Murphy were surrendered to him; that the said J. A. Murphy filed his bill in the chancery court at Blountville, returnable to the May term, 1863; that, on the second day of said term, a judgment pro confesso was ordered to be, and was, entered, and the cause heard ex parte; that said decree purports to divest the title to said land out of Thomas Rockhold & W. D. Blevins, and out the devisees of Thos. Rockhold, sen., the testator, reciting that the purchase-money had been fully paid; which decree, & the records of the cause, so far as it exists, were offered as evidence by said Murphy's sol., and considered as read, and is ordered to be made a part of the record in this cause.

202 And it further appearing to the court, from the admissions of the deft. Murphy, that he had not paid the full amount of the purchase-money to the executor and trustee, Blevins, for said land, as recited in said decree, but that a part of the purchase-price of said land had been paid in the illegal paper known as confederate money; that it does not appear that the complt. Charles Rockhold was a party to said bill, and that there was no legal evidence of sale, there being no title-bond, or other writing, binding said Thomas Rockhold to make a title;

The court is therefore of the opinion, and pleased to order, adjudge, & decree, that the complt., Wm. D. Blevins & Thomas Rockhold, exrs. of Thomas Rockhold, decd., are entitled to the relief prayed for in their bill, and that said decree of the 19th of May, 1863, in the case of J. A. Murphy vs. W. D. Blevins & Thomas Rockhold, be, and the same is, declared null and void, the same having been obtained by

203 fraudulently withholding from the court material facts in the case, and that the deed executed by the clerk and master is utterly void, and communicates no title or right of possession.

And it further appearing to the court that the compl't, Charles Rockhold, is entitled to the relief sought in his bill to a full account of all the assets of the testator's estate, and to hold the executor, W. D. Blevins, & his sureties, personally liable for the same, and also to enforce his equitable right to the vendor's lien against the land so sold to said Murphy to the extent of the unpaid purchase-money, being the amount of the confederate notes paid by said Murphy to said Blevins.

The court, being of the opinion, and so adjudging, that the deft. Murphy, by paying a part of the trust-fund in illegal paper has not so far aided in the illegal violation of the trust as to hold him bound to see to the proper application of the entire purchase-money; but it not appearing to the court what sum was so paid by said Murphy in confederate

204 money, nor what amount of assets have come to the hands of said Blevins, as acting executor, nor what disbursements he had made in the due course of administration—

The court is pleased to order, adjudge, and decree that this cause be referred to the master, to take and state an account showing—

1st. What assets have, or with due diligence might have, come to the hands of the executors, including all interest received, and simple interest on the purchase-price of said lands from the day of sale to the first day of the next term of the court.

2nd. What amount has the executor paid out in the due course of administration.

3rd. What sum has been paid to the compl't Charles Rockhold, and what to his colegatee Thos. Rockhold.

4th. What is the balance due to each.

5th. What sum has been paid by the deft. J. A. Murphy in confederate treasury-notes.

In taking the account, the master will not allow any credit to the executor, Blevins, for any sum paid by him to M. T. Haynes, Confede-
205 rate States receiver, or to any one else, except in discharge of bona-fide debts of the testator, properly authenticated and of legacies.

And the master in taking the account shall, at the instance of either party, examine the adverse party upon such interrogatories as may be propounded by the party calling for the examination. The question of costs, and the question as to the right of J. R. Dulaney to hold the estate of Thos. Rockhold primarily liable, and all other questions not herein adjudicated, are reserved until the coming in of the master's report.

It is further ordered and decreed that the master, in taking the account, shall allow the executor credit for all taxes legally paid for the estate of his testator, and the costs of these causes shall be paid by W. D. Blevins and J. A. Murphy in equal parts.

Order.—May 19, 1869.

CHARLES ROCKHOLD
vs.
THOS. ROCKHOLD & OTHERS,
and
206 W. D. BLEVINS & THOS. ROCKHOLD, EXRS.,
vs.
J. A. MURPHY.

For sufficient reasons appearing to the chancellor from the affidavit of deft. Murphy, it is ordered that the master's report to the present term, which has been excepted to by s'd Murphy, be recommitted with instructions to the master to retake the deposition of s'd Murphy & re-examine s'd Blevins at the instance of s'd Murphy, and take such other legal evidence as may be adduced by either of the parties, touching the question as to the kind of money & date of payments paid for the land sold said Murphy, in the pleadings mentioned.

The master will modify his report to such extent as a review of the testimony now on file & any new evidence taken may, in his opinion, warrant, & he will report to the next term of this court.

Order.—Nov. 17, 1869.

THOS. ROCKHOLD ET AL.
vs.
W. D. BLEVINS ET AL.,
and
THOS. ROCKHOLD ET AL.
207 *vs.*
J. A. MURPHY.

By consent, these causes are continued until the next term of this court, with leave to each of the parties to except to the master's reports within the first three days of the next term.

Order.—May 16, 1870.

W. D. BLEVINS & ROCKHOLD, ADMRS.,
vs.
JAMES A. MURPHY & OTHERS,
&
ROCKHOLD
vs.
BLEVINS & OTHERS.

These causes are continued, by consent, on account of the absence of the solicitors of W. D. Blevins & Rockhold, & it is agreed that either party may except to the master's reports at the next term of this court.

Order.—Jany. 12, 1870.

JOHN A. MURPHY
vs.
W. D. BLEVINS ET AL.

This cause is continued as on affidavit of the compl't, and, by consent of the bar, is set for trial on Wednesday of the next term.

Decree.—May 16*th*, 1871.

CHARLES ROCKHOLD
vs.
THOMAS ROCKHOLD, WM. D. BLEVINS,
208 Leander Dryden, John R. Dulaney, R. P.
Rehen, & J. A. Murphy,
and
WILLIAM D. BLEVINS & THOMAS ROCKHOLD,
executors of Thomas Rockhold, dec'd,
vs.
JOHN A. MURPHY.

By consent, these two causes are consolidated and ordered to be heard and determined together as one cause, and it being suggested and admitted that Thomas Rockhold, one of the defts. in said first-named cause, and a complainant in the last-named cause, is dead, and that Robert Rockhold is his administrator:

Therefore, by consent, it is ordered and decreed that said first-named cause be hereby revived against said Robert Rockhold, as administrator as aforesaid, and that the last-named cause be revived in his name, in the like capacity, as a complainant.

And these consolidated causes came on to be finally heard and determined before the Hon. U. C. Smith, chancellor this day of May,
1871, upon the pleadings & exhibits; the copy of the will of
209 Thomas Rockhold on file and mentioned in the pleadings, the proof on file, including documentary evidence, the former orders and decrees made in the cause; the record of the cause disposed of in this court in the year 1863, or so much thereof as *as* has been preserved, being the case of J. A. Murphy vs. William D. Blevins et al., referred to n the decree of November term, 1868; the reports of the master filed n May & November, 1869, and the exceptions of defts., William D. Blevins and John A. Murphy, taken thereto, and it appearing to the

chancellor that said exceptions of defts., Blevins and Murphy, to the report of the master are not well taken:

It is ordered and decreed that the same be, and are hereby, overruled, and that the reports of the master be, and the same are hereby, in all things confirmed, except in the particular hereinafter corrected.

And it appearing from the report of the master, filed on the 15th of May, 1869, that the sale of personal property made by deft. Wm. D. Blevins, the acting executor of Thomas Rockhold, dec'd, amounted
210 to the sum of nine hundred and fifty dollars and twelve cents, that the interest thereon to the 17th day of May, 1869, amounted to the sum of five hundred and thirty dollars and sixty-four cents, and that the amount of the interest on said sales from the said 17th day of May, 1869, to this date is the further sum of one hundred and fourteen dollars and forty-nine cents, making the total amount, principal & interest, chargeable to defendant Blevins, as executor for sales of personal property, the sum of fifteen hundred and ninety-nine dollars and twenty-five cents; that the amount of choses in action with which said executor, Wm. D. Blevins, is properly chargeable, with interest thereon to the 17th of May, 1869, is the sum of twenty-three hundred and thirty-eight dollars and eight cents; that the interest proper to be charged thereon from the said 17th day of May, 1869, to this date, is the sum of one hundred and eighty-seven dollars and seventeen cents, making the total amount chargeable to said executor for choses in action, with
211 interest to this date, the sum of twenty-five hundred and twenty-five dollars and twenty-five cents; that the amount for which the said executor sold the real estate mentioned in the pleadings was the sum of six thousand seven hundred and ninety-five dollars and seventy-five cents, which, with interest to the 17th day of May, 1869, amounted to the sum of ten thousand and eight hundred and eighty-three dollars and eighty-nine cents, and that the interest thereon from the said 17th day of May, 1869, to this date, is the further sum of $815.49, making in the aggregate the sum of eleven thousand six hundred and ninety-nine dollars and thirty-eight cents; and that all of said sums arising from sales of personal and real estate, and choses in action, chargeable to said executor, W. D. Blevins, with interest to this date, makes, in the aggregate, the sum of fifteen thousand eight hundred and twenty-three dollars and eighty-eight cents, ($15,823.38.)

212 And it further appearing from said reports filed 15th May, 1869, that the amount of legal disbursements made by said executor, including $500.00 retained by him for negro Harry, was the sum of four thousand five hundred and sixty-nine dollars and eighty-two cents, including proper interest thereon to the 17th of May, 1869; and that the proper additional interest to be allowed thereon from the said 17th day of May, 1869, to this date, is the further sum of $398.87, making total amount of said disbursements, with proper interest to this date, the sum of four thousand nine hundred and sixty-eight dollars and seventy-nine cents, which, deducted from the said sum of fifteen thousand eight hundred and twenty-three dollars and eighty-eight cents, chargeable to said executor, leaving in his hands the sum of ten thousand eight hundred and fifty-five dollars and nine cents, for which the complt., Charles Rockhold, the surviving legatee under said bill,
213 and Robert Rockhold, the administrator of Thomas Rockhold, jr., dec'd, who was also a legatee under said will, are entitled to a decree against the defendant, William D. Blevins, ex'r, &c., and his sureties, as such, in the proportions hereinafter mentioned. The above

amount credited the executor includes $500.00 left by the will of the testator to be placed at interest for the negro Harry.

And it further appearing from said report that the deft. Blevins, as executor, paid one of the legatees, viz, Thomas Rockhold, a portion of his legacy, which, with interest to the 17th day of May, 1869, amounted to the sum of one thousand and ninety-two dollars and two cents; that the proper interest to be added thereto, from the said 17th day of May, 1869, to this date, is the further sum of eighty-five dollars and twenty cents, which makes the whole amount chargeable to the estate of said legatee, Thomas Rockhold, the sum of eleven hundred and seventy-seven dollars and twenty-two cents, and that after deducting the
214 same from said sum of $10,855.09 found in the executors' hands, leaves a balance thereof due to his estate, the sum of four thousand eight hundred and thirty-eight dollars and ninety-three cents, instead of the amount found in said reports, and that the complt. Charles Rockhold is entitled to the residue of said amount, being the sum of six thousand and nineteen dollars and fifteen cents, instead of the amount as reported by the master as due to him, and said report, filed the 15th May, 1869, is hereby modified and corrected accordingly:

It is therefore ordered, adjudged, and decreed by the court that the complt. Charles Rockhold recover of the deft., William D. Blevins, and John R. Delaney, Robert P. Rhea, and Leander Dryden, his sureties, as executor, *and* said sum of six thousand and sixteen dollars and fifteen cents, ($6,016.15,) for which execution may issue, and that the said Robert Rockhold, the administrator of Thomas Rockhold, jr.,
215 dec'd, recover of the defendant, William D. Blevins, and of his said sureties, as executor, the said sum of four thousand eight hundred and thirty-eight dollars and ninety-three cents, ($4,838.93,) for which execution may issue.

And it further appearing from said report that the defendant, John A. Murphy, paid the deft., William D. Blevins, as executor, towards the purchase-money due on the land mentioned in the pleadings, the sum of three thousand seven hundred and sixty-nine dollars and seventy-four cents in confederate treasury-notes, which payment by a former decree in this cause is not to be allowed as a valid payment on said land; and it therefore appearing that to the extent of said sum of $3,769.74, the deft., John A. Murphy, is still indebted to the deft., William D. Blevins, as executor, for purchase-money due on said land, and that deft. Blevins is entitled to a decree against him for that amount, and to have a lien on said land to secure the payment of the same:

216 It is therefore further ordered, adjudged, and decreed by the court that the said William D. Blevins, as surviving executor of Thomas Rockhold, jr., dec'd, recover of the deft., John A. Murphy, said sum of three thousand seven hundred and sixty-nine dollars and seventy-four cents, for which execution may issue, and that a lien be, and the same is hereby, declared upon the tract of land mentioned in the pleadings in favor of said Blevins, as surviving executor, to secure the payment of the recovery against said Murphy; and the court being of opinion that this is a proper case for a division of the costs, is further pleased to order and decree that the compl't, Charles Rockhold, pay one-fourth of the same; that the deft., Robert Rockhold, as administrator of Thomas Rockhold, jr., dec'd, pay one-four' thereof; that the defendant, William D. Blevins, pay one-fourth of the same; and that the deft., John A. Murphy, pay the residue thereof, for which execution may issue.

217 It is further ordered and decreed that the deft., William D.

Blevins, may pay the costs decreed against the compl't, Charles Rokhold, and deft., Robt. Rockhold, admr., &c.; and that in case he does so, the same shall operate as a credit on the recoveries against him above, in favor of said two parties. And in these causes the deft., William Blevins, prays an appeal to the next term of the supreme court of Tennessee, to be held at Knoxville on the second Monday in September next, which appeal is granted, provided he will execute a sufficient appeal bond within two months from this date.

And the deft., John A. Murphy, also prays an appeal in these causes to the next term of the supreme court of Tennessee, to be held at Knoxville on the second Monday in September next, which appeal is granted, provided he will execute a sufficient appeal-bond within two months from this date.

218 [From the execution docket.]

CHARLES ROCKHOLD
vs.
THOMAS ROCKHOLD, WM. D. BLEVINS, L. G. Dryden, John R. Dulaney, R. P. Rhea, & J. A. Murphy;

and

WM. D. BLEVINS & THOS. ROCKHOLD, EXR'S of Thos. Rockhold, dec'd,
vs.
JOHN A. MURPHY.

Final decree, May term, 1871.—Record, page 655.

State tax, $5.00; county tax, $5.00; Wm. Mullenix, c. & m., filing prosecution-bond, 25 c.; recording same, 25 c.; security, 25 c.; copy of the bill, 200 w., 2.00; sub. to ans., 75 c.; at't to bill, 25 c.; one order of publication, 50 c.; affidavit of John A. Murphy, 25 c.; filing same, 25 c.; filing petition of Robert Rockhold, 25 c.: 1 cop. of same, 740 words, 74 c.; filing demurrer, 25 c.; setting same aside, 25 c.; aff't of Robt. Rockhold, 25 c.; filing same, 25 c.; judgment pro confesso, 25 c.; setting same aside, 25 c.; ans. of J. A. Murphy to original bill, 25 c.; notice of same, 25 c.; filing ans. of J. R. Dulaney to O. bill, 25 c.; notice of same, 25 c.; filing ans. of W. D. Blevins to O. bill, 25 c.; notice of same, 25; affi-
219 davit to same, 25; filing cross-bill of W. D. Blevins, 25; 1 copy of bill, 1,800 words, 1.80 c.; sub. to ans., 75; pros. bond, 25; 2 sureties, 50; recording bond, 25; filing answer of J. A. Murphy to cross-bill, 25; notice, 25 c.; master's report, 3,796 words, $37.96; filing same, 25 c.; 2 notices for account, 50 c.; master's 2nd report, 531 w'ds, $5.31; filing same, 25 c.; filing 3 sets of exceptions to master's report, 75 c.; sub. to ans. in original bill, 75 c.; filing a considerable number of vouchers, 25 c.; sub. to ans.; petition of Robert Rockhold, 75; 18 rules on rule-docket, 1.86; 9 docketings for trial, 90 c.; receiving & filing 17 depositions, at 5 c., 1.35; taking 9 depositions, $9.00; filing same, 45 c.; 3 witness subs., 30 c.; 2 instanter decrees or orders, 50 c.; enrolling same, 1,250 words, 1.25; 23 orders in the record, at 25, $5.75. $81 36

Clerk N. J. Phillips: Final decree, 75c.; entering same, 2,200 words, 2.20c.; 10 orders of court, 2.25; 4 rules on docket, 40c.; docketing for trial, 10c.; order for appeal & taking appeal-bond of J. A. Murphy, 75; same for W. D. Blevins, 75c.; bill of cost, 50c.; making transcript for supreme court,
220 38,500 words, $38.50; certificate & seal, 75c.; express charges, 25c.; enrolling cause, 20,000 words, $20.00.. $67 20
Court: C. C. Blevins, serving notice, 50c.; summoning 2 witnesses, 50c 1 00
Printer: Bristol News, non-resident notice, April, 1866 ..... 5 00
D. Shff. P. Goakleg: Summoning 5 defts., $5.00, & 1 not found, 25c 5 25
S. Shff. J. C. Hammer: Serving notice on 2 defts, at 50c 1 00
" " Samuel Colbaugh: Summoning 3 witnesses 75
Justice John W. Sells: Taking 1 deposition 1 00
" Vincent Baring: Taking 1 deposition, & pd. for same.. 1 00
" J. S. Shangle: Taking 1 deposition 1 00
" J. S. Shangle: Taking 2 depositions, & pd. for same by deft. Murphy 2 00
" L. G. Dryden: Taking affidavit & ans. of J. A. Murphy 25
Justice E. D. Roder: Aff. to ans. of J. A. Murphy, 25c., & afft. to ans. of Jno. R. Dulaney, 25c.; taking 4 depositions, $4.00 ..... 4 50
" E. D. Roder: Taking 3 deps., $3.00, & paid for same by W. D. Blevins 3 00
" E. D. Roder: Taking 4 deps., $4.00; fees paid by John A. Murphy 4 00
Clk. J. R. Pace: Taking affidavit of Jno. Netherland 25
Witness W. D. Blevins: 3 days, $3.00 ..... 3 00
" J. A. Murphy: 2 " 2 00
" W. D. Haynes: 1 " 1 00
221 " James B. Worley: 1 day 1 00
" H. M. Arrants: 1 " 1 00
" John P. Hammer: 1 day 1 00
" E. A. Millard: 2 " 2 00
" A. J. Lowry: 1 " 1 00
" N. C. Morrell: 1 " 1 00
" Jos. N. Longacre: 1 " 1 00
" W. D. Arrants: 1 " 1 00
" C. Crumley: 1 " 1 00
" Geo. F. Gammon: 1 day 1 00
" C. N. Sampson: 2 " 2 00
" Samuel H. Millard: 2 days 2 00
" J. R. Dulaney: 2 " 2 00
" D. W. Crumley: 1 " 1 00
" R. F. Betterton: 1 " 1 00
" Alfred Hughes: 1 " 1 00

Total cost $214 56

Appeal-bond, J. A. Murphy.

Filed May 31st, 1871.

N. J. PHILLIPS, *C. & M.*

State of Tennessee, chancery court at Blountville.

Know all men by these presents that we, J. A. Murphy and A.

J. Brown, are held and firmly bound unto Charles Rockhold, Thomas Rockhold, W. D. Blevins, & as exrs. of Thos. Rockhold, dec'd, and others, in the penal sum of two hundred & fifty dollars, to the payment of which, well and truly to be made and done, we bind ourselves, our heirs, &c.

Yet void on condition that the above-bound J. A. Murphy shall prosecute with effect an appeal which he has taken to the supreme court of the State of Tennessee, to be held at Knoxville, on the 2d Monday of Sept. next, from the decree of the chancery court at Blountville, in said State, at its May term, 1871, in the suit between the said Chas. Rockhold, complt., and the said Thos. Rockhold & W. D. Blevins, exrs., & others, defendants; and also in the suit of Thos. Rockhold & W. D. Blevins vs. J. A. Murphy et al., said two causes being consolidated, &c., or in case of failure therein, shall well and truly satisfy all costs & damages that may accrue in the prosecution of said appeal, and be awarded against him by said supreme court on the hearing of said causes therein of Chas. Rockhold vs. Thos. Rockhold & W. D. Blevins, exrs., & J. A. Murphy et al., and of Thos. Rockhold & W. D. Blevins vs. J. A. Murphy et al., defts., otherwise to be and remain in full force and virtue.

Witness our hands and seals this 31st day of May, 1871.

J. A. MURPHY, [L. S.]
By Atto. W. F. DEADERICK.
A. J. BROWN. [L. S.]

Appeal-bond, Wm. D. Blevins.—Filed July 15th, 1871.

State of Tennessee, chancery court at Blountville.

Know all men by these presents, that we, Wm. D. Blevins, Owen N. Briscoe, & E. A. Millard, are held and firmly bound unto Charles Rockhold & John A. Murphy, in the penal sum of two hundred & fifty dollars, to the payment of which well and truly to be made and done, we bind ourselves, our heirs, &c.

Yet void on condition that the above-bound Wm. D. Blevins shall prosecute with effect an appeal which he has taken to the supreme court of the State of Tennessee, to be held at Knoxville, on the 2d Monday of September next, from the decree of the chancery court at Blountville, in said State, at its May term, 1871, in the suit between the said Charles Rockhold, complainant, and the said Thomas Rockhold, & Wm. Blevins, & others, defendants, & Wm. D. Blevins et al. vs. John A. Murphy, or in case of failure therein, shall well and truly satisfy all costs and damages that may accrue in the prosecution of said appeal, and be awarded against him by said supreme court on the hearing of said cause therein, and perform the decree of said court in the premises, otherwise to be and remain in full force and virtue.

Witness our hands and seals this 15th day of July, 1871.

WM. D. BLEVINS. [L. S.]
OWEN N. BRISCOE. [L. S.]
E. A. MILLARD. [L. S.]

STATE OF TENNESSEE:

I, N. J. Phillips, clerk & master of the chancery court for Sullivan County, at Blountville, in the eastern division of the State, do certify that the foregoing (except the index) is a true copy of the papers,

orders, and decrees rendered at said May term, 1871, and former
228 terms of said court, as now remains of record and on file in my office.

In testimony whereof I have hereunto set my hand and affixed the seal of said court, at office in Blountville, the 1st day of August, 1871.

[SEAL.] N. J. PHILLIPS,
Clerk & Master.

229 PROCEEDINGS IN THE SUPREME COURT.

Opinion.

ROCKHOLD
vs.
BLEVINS ET AL.

The original bill in this case is filed by Charles Rockhold, a legatee under the will of Thomas Rockhold, sr., dec., against William D. Blevins and Thomas Rockhold, jr., as executions of the will of said Thomas Rockhold, sen., dec., and J. A. Murphy, the purchaser of the land belonging to said estate. The bill charges that under the last will of the said Thomas Rockhold, sr., dec., the said executors were authorised to convert the estate into cash, and, after specific disposition, to divide the balance equally between the compl't Charles and the def't Thomas Rockhold, jr. The testator died on the day of , 1858, and the defendants, William D. Blevins and Thomas Rockhold, jr., both qualified as executors under said will, and took upon themselves the discharge of the trusts so imposed upon them. The said Charles
230 and Thomas Rockhold, jr., were both citizens and residents of Kentucky, and were in Kentucky during the period of the late war, and that William D. Blevins, the other executor, had the sole and exclusive management and administration of said estate in Sullivan County, Tennessee, where the estate was and where the testator died. It is alleged that the said co-executor, Thos. Rockhold, after his qualification in Sullivan County, and after assisting in the preliminary steps toward said administration, returned to Kentucky and knew nothing of its subsequent management. The general purpose of the bill, without specifying its numerous allegations, is to have an account and settlement of said estate, and to hold Blevins and his securities, and deft. Murphy, liable upon an alleged illegal and fraudulent waste of the estate, in which it is charged that deft. Murphy participated. It is shown that a large sum of money came into the hands of deft. Blevins, belonging to said estate, mainly the proceeds of the real and personal estate
231, 232 *mainly the proceeds of the real and personal estate* sold by him. An account is taken in the cause, which ascertain' his indebtedness to be, after allowing all credits which were sanctioned by the chancellor, the sum of $6,016.15 to Charles Rockhold, and $4,838.93 to the estate of Thomas Rockhold, jr., who has died pending the litigation. The land belonging to the estate was sold by the executors on the 12th of Feb., 1859, to the deft. Murphy, for the sum of $6,795.75, for which he executed his three several notes, at one, two, and three years, with security, and with a lien upon the land retained under the provisions of the will. It seems that no title-bond was executed by the executors to Murphy. It is charged that the said Blevins had instructions from the compl't, then in Kentucky, to receive nothing but coin or convertible currency in payment of debts due the estate; but Blevins , and that he

has no recollection of this, and it is not proven. It is further
233 charged that there was a combination between Blevins and Murphy to defraud the compl't by the payment and acceptance of confederate money for said land, which they conspired together to have seized and confiscated soon afterwards by the authorities of the Confederate States. It appears that the deft. Murphy, early in 1863, having paid his purchase-money, filed a bill in the chancery court at Blountville to have his title vested. To this bill the executors and devisees of Thomas Rockhold, sr., dec., were made parties. The decree recites that service was had upon Blevins, the resident executor, and publication made as to compl't and Thomas Rockhold, jr., then residents of Kentucky. It also recites the purchase and the payment in full of the price of the land, and directs the clerk and master to make a deed to the deft. Murphy, which, it seems, was accordingly done. The bill attacks this proceeding as fraudulent and void, and charges that the deft. Murphy procured this decree on the second day of the
234 return term; that the non-resident parties had no notice either in law or in fact, and that the decree was fraudulent and void for the reason that the court was deceived by said Murphy's representations that the purchase-money for said land was paid, when in fact it had not been, except in the manner already stated, in confederate treasury-notes, which were worthless and of no value whatever to complainant, then & still a resident of Kentucky. The bill seeks to have the decree of the said 19th of May, 1863, vacated and annulled, and to subject the lands to the payment of the purchase-money. The bill states that the compl't and said Thomas Rockhold, jr., being loyal and citizens of a loyal State, may have been obnoxious to the confiscation laws of the Confederate States, but that said laws were void and of no legal force. That said payment by Blevins to the confederate authorities under the said confiscation laws was a gross and wilful *devastavit*, & intended by him to aid said
235 illegal government in overthrowing the lawful authority of the U. S. & punishing & impoverishing the enemies of said Confederate States, and that Murphy and Blevins combined for this purpose. The answer of Blevins denies the allegation of fraud & wilful waste, & claims for him the utmost good faith in the management of the estate. He charges that his co-deft. Murphy requested him to report the fund in his hands for confiscation, but this is denied by Murphy, and there is no proof. He states that when he was summoned to report to the receiver, under the confiscation laws, he at once wrote to his co-executor of the fact, & admonished him to come to Tennessee and look after his interest, which he did not do. He makes the following explanation in regard to that transaction: "Respondent was summoned by the confederate authorities, and required to report what was in his hands belong' to persons residing beyond the limits of the Confederate States, and he was required to report the amount due from said Murphy to said
236 estate, and to collect the same in confederate money, to be paid over to M. T. Haynes, as receiver of the Confederate States in this portion of Tennessee. Respondent thus received of said Murphy, in confederate money, about the sum of $5,004.74, which was paid over to said receiver. This was done contrary to the wishes of respondent, & it was forced upon him by military power, that he could not control." He insists that he should not be held to account for any of said confederate-money transactions with Murphy or otherwise, as the same were against his wishes, & the result of military pressure and compulsion, which was then the paramount law. The answer of Murphy denies all the allegations of the bill which impute fraud or bad faith to him in the

transactions. He asserts that he has bought & paid for the land in good faith, that his first note was paid in gold & convertible bank-notes, & that the other two were paid mainly in State-bank funds, and
237 that less than $2,000.00 of the amount was paid in confederate money. He denies that he ever reported or asked his co-deft. to report the fund for confiscation. He states that the receiver was a citizen of the county, & knew perfectly the status & ownership of the fund, & had formerly had some of the business of the estate under his control as an attorney. He asserts the regularity & good faith of the proceeding in which the title to the land was decreed to him, and states that his co-deft. Blevins encouraged him to pursue that course, and promised to make no contest about it. In the progress of the cause Blevins & Thomas Rockhold, jr., as executors, file their bill against Murphy, in which they reiterate the charges of the original bill as to the fraudulent procurement of said title in the chancery court, & they again charge that Murphy reported said fund for confiscation or procured the same to be done, in order that he might get the benefit of a payment in confederate money, then abundant & easily obtained. The two causes
238 were consolidated and heard together. In this last-mentioned bill occurs this passage, in regard to said confiscation proceeding: "The country was then under strict confederate military rule, & compl't Blevins was constrained under said rule and against his will & desire to collect the remainder due from the defendant in confederate money, & pay over the same to said receiver for confiscation." The bill seeks, also, to set aside the decree of title, & and to subject the land to the payment of the amount so sought to be discharged by Murphy in confederate money. The answer of Murphy embodies, in substance, his answer to the original bill as hereinbefore stated. The decree of the chancellor holds Blevins & his securities liable for the whole amount ascertained by the account to be due, & holds the payment to the receiver to be unauthorized & illegal. The decree, also, vacates the decree of the 19th May, 1863, by which the title was vested in Murphy, & subjects the land to the payment of Blevins' debt to the amount
239 of the confederate money so paid by Murphy upon his purchase. The defts., Blevins & Murphy, have appealed. Upon a careful consideration of the proof in the cause we can see no good reason to believe that in any of these transactions the defendant Blevins, or, indeed, the deft. Murphy, were actuated by a purpose to wrong & defraud the legatees of Thomas Rockhold. Under all the circumstances of this case there could be no conceivable motion for either of them to do so. The one was the executor and trusted friend of the compl't's uncle, the other a mere purchaser of the land, whose honesty of purpose is evinced by his prompt payment of his first note in 1861, in gold & convertible bank-notes, by the payment of the second with reasonable promptness, & by the payment of the third in like manner in the currency of the country, & such as he was compelled to receive, & obliged by the necessities of the times to pay out. If it be
240 true, as charged, that Murphy suggested the propriety of reporting the Rockhold estate for confiscation, it does not appear that it was so reported by Blevins, & it is certain there was nothing for Murphy to gain by that proceeding. It is insisted that there was some measure of advantage in the payment of confederate money which in 1862 was the currency of the country; but then it appears that coin had disappeared from circulation; the suspension of the banks in Tennessee had been sanctioned if not invoked by statute, & confederate treasury notes were of a value almost equal to State bank paper according to the

proof at the time the last note fell due. No man dared at that time to discredit the currency of the army at the peril of his liberty. Its acceptance was enforced, we are told, at the point of the bayonet. The taxes of the State were required to be paid in it, & the banks of the State required to receive it. We are told that in Sullivan County even the courts of justice were overawed, and judicial sales were sat-
241 isfied in this all-pervading currency. If it be true, then, that the deft. Murphy did connive at the confiscation of this fund, which he utterly denies, it is certain that there was no prospect of impending personal advantage to him. We must therefore look elsewhere for the motive than in a purpose to benefit himself at the expense of the complainant. Those of us who have had occasion to observe in the courts of justice the utter decay & treachery of human memory as to events which occurred during the distractions of the late civil war, are not apt to expect the utmost accuracy in narrations of the events of that unhappy time. The deft. Blevins has asserted twice in pleading that Murphy proposed the confiscation of the compl't's estate. But Murphy denies it, and there is no proof, and even in the deposition of Blevins, twice or thrice taken, no reference is made to the charge. There it must rest, & we are left to assume that the defendant Blevins had become satisfied of his error in this respect before his depositions were taken.

242 In the absence of any fraud in fact, then, on the part of either of these defendants, their rights and equities, and those of the adverse parties must be referred to certain well-established doctrine' of the laws of war as well as to certain familiar rules of a court of equity, which, while it abhors a fraud, will look with indulgence upon a wrong done under necessity or with good intention. We understand it to be established that, at the time these payments were made upon Murphy's purchase, the compl't' Charles Rockhold and Thomas Rockhold, the only parties interested in the fund, were citizens of Kentucky. We judicially know that after the beginning of hostilities in the late war, that State was in the anomalous condition of being claimed by both parties to the conflict, so that under the laws of war as to these compl'ts, the avowed enemies to the Confederate States, it must be regarded as alien territory, & they must be regarded as alien enemies, having no right of commercial intercourse with the defendants, and against whom the courts of
243 this State were closed. And this follows as a consequence of war & from the very nature of war itself with or without a public interdiction from the Government. (Wheat. Inter. Law, p. 309.) The defendant Blevins was only a trustee of the fund without an interest. At the time of the sale, it seems that no title-bond was given by the executors or either of them to Murphy. His only remedy upon the payment of the purchase-money was to appeal to the court for a title, and in thus appealing the compl't' Charles & Thomas were necessary parties and must be before the court.

A publication as to them in 1863, or at any time during the war, was a nullity, & did not have the effect to bring them before the court. Under the laws of war, they dared not come within the military lines of the Confederate States to litigate their rights in court, and it would be a mockery *to* of justice to hold that a mere publication would make them parties to a litigation here and bring them before the court.

244 In the case of Conn. Life-Ins. Co. vs. Winchester Hall, it was held that during the recent war contracts between citizens of the opposing belligerants were completely suspended and cannot be enforced even by a proceeding in rem; and that, therefore, a mortgage"

of land in Illinois could not sue out his mortgage while the mortgager was a citizen of Louisiana, which was in insurrection, & decree of foreclosure made under such circumstances was opened by a court of equity, although the statutory period for redemption had passed. (7 Am. Law Reg., 606.)

This is the doctrine of the courts of Illinois, & it must be recognized everywhere as based upon the soundest principles of morality, justice, & law. The court, in discussing that question, said: "If the mere publication of a notice in the newspaper be made the ground of jurisdiction against an enemy's property in such a case, why might it not also against an infant in utero, or against the property of a dead man?
245 Titles thus acquired would rest upon a basis of robbery, not upon a judicial devestiture recognized as just jure gentium." Id. 617. For this and other irregularities attending the proceeding of the 19th of May in the chancery court at Blountville, it cannot be pretended that the legal title to the land has ever been lawfully vested in the defendant Murphy, & his right to such investitures depends on the question whether he has paid for the land. This being so, it is clear that if any of the purchase-money remains unpaid, a lien still exists upon the land. And the proceeding referred to being null and void as to all parties, that lien may be enforced, either under the bill of the compl't, in the original bill, or under that of the executors. It results, however, that any relief under this branch of the case must be given under the latter, as the compl't in the original bill has not appealed. We proceed to inquire then whether the defendants Blevins & Murphy are in any wise liable to the compl't, or to the legatees under the will.

There is no proof in the record that either of these defendants
246 connived at the seizure of the fund under the confiscation laws. If that were so the whole case, perhaps, would be relieved of its dif'iculties. If there be, then, any liability on account of this payment of the fund to the receiver, it must fall upon Blevins & his sureties alone, as it is clear that no complicity in that transaction is thrown by the proof upon the defendant Murphy. His liability as purchaser, if any, must rest upon other and distinct grounds, which we will consider hereafter. There can be no doubt, under the proof, that Mathew T. Haynes was the receiver, in behalf of the Confederate States, of the property and effects of alien enemies, under the authority of law. (Act of conf. congress, Aug., 1861.) There can be no doubt that the region of country where the defendant lived was, at the time of these transactions, under absolute military control, & that said receiver had the power to enforce his orders and demands upon the people, and that he was in the habit of doing so under threats of arrest. There can be no doubt, either, that the Confederate States, at that time, was
247 in the habit of enforcing all its laws & treasury regulations at the point of the bayonet, and that any citizen who disobeyed or defied that brief but gigantic authority did so at the peril of his personal safety. Whether it was a government of paramount force or a government de facto, lawful or unlawful, it was nevertheless a government with defined jurisdiction and power, and with a military force at its back to compel obedience to its mandates, and to make its laws effectual. Under the laws of war & under all the traditions of civilization, the citizen who lived within its borders owed his allegiance to this government, and was bound to obey its laws. The deft. Blevins was the trustee of a fund belonging to the confessed enemies of this government. He was thus made trustee because the testator had faith in his integrity and fidelity, and this confidence he seems to have trans-

mitted to his kindred, since they have continued to entrust this estate to the sole & exclusive control of the defendant, notwithstanding
248 the impending perils of a great civil war, which finally ostracised them as alien enemies. Thus situated he was required, by an order which he dared not disobey, to deliver this trust-fund to the authorities of the government to which he owed his allegiance, & which, under the laws of war, had the undoubted power to seize it. A trustee is not required to do that which is impossible; &, under the circumstances, we would hold it to be an assumption of judicial power monstrous & unprecedented, to hold a trustee liable. It is a doctrine of a court of equity, often reiterated in this court, that a trustee will not be held responsible for the loss of a trust-fund, if the loss be not occasioned by his own laches or bad faith. (Elliott vs. Carter, 9 Gratt., 559; Taylor v. Burham, 5 Howard, 233; Knight v. Lord Chymouth, 4 A. & K., 480; 1 Dickens' R., 126; Thompson v. Brown, 4 John. Ch. R., 619; Hart v. Ten Eyck, 2 Johns. Ch. R., 62; Wilkerson v. Stafford, 1 Ver., 32; Tez. v. Emery, 5 Ver., 141; McCaleb v. Perry, 5 Hoy R., 88.)

We are of opinion that the defendants are not liable for this
249 fund, or any part thereof, upon the ground alone that it was thus seized and confiscated by the authority of the Confederate States.

It remains to be considered whether the defts. can be held liable for the amount of said purchase-money shown to have been paid by Murphy to Blevins in confederate money.

It is alleged by defendant Blevins that he was required by the receiver to collect the balance of the purchase-money in confederate notes, but no proof is offered in corroboration of this statement; &, the summons of the receiver having no date, we are not advised as to the time of its issuance or service, or whether at that time the whole purchase-money was or was not paid to the defendant Blevins. We are, therefore, left to treat the transaction as a voluntary paying & receiving, without duress or compulsion upon either party. If it be true, however, that the defendant Blevins acted under the orders of the receiver in collecting any part of the fund in confederate money, then, upon the principles already discussed, the defts. would not be,
250 in any event, liable for the part thereof so collected. But, in view of the peculiar relations of the parties, Blevins & the beneficiaries, & the extraordinary circumstances surrounding them, the defendant Blevins should be held liable for all collections in confederate money not so made under compulsion. For, as far as the complainants are concerned—alien enemies, & living outside of the military lines of the Confederate States—such a payment was, as to them, no payment at all; and the defendant Blevins must be held to have known the confederate treasury notes could be of no value to the beneficiaries of the trust-fund. But as *to* Blevins held Murphy's notes for the land and had a right to collect them, payments thereon to Blevins by Murphy, although in confederate money, were valid, &, as against Murphy, cannot now be inquired into or disturbed.

It was not incumbent on him to see to the application of the funds by Blevins, & there is nothing to implicate Murphy in any fraudu-
251 lent arrangement with Blevins by which the beneficiaries were sought to be injured. He only exercised his right to discharge & take up his notes, & as confederate money was the currency of the country, and as Blevins who held the notes was willing to receive payment in that currency, he cannot be held responsible. As the proof does not satisfactorily disclose what proportion of the money collected by Blevins was made under the orders of the receiver, which we held

to be compulsory, and what amount was not so made, the cause will be remanded, that these amounts may be ascertained upon proper reports.

Blevins & his sureties will be held responsible for the amount ascertained to have been collected by him, not under military compulsion, but as to the amount, if any, so collected under compulsion, he & his sureties will not be held responsible. The account will be opened to ascertain the amount so due, & the compl'ts will be entitled to a decree against Blevins & sureties for all so ascertained to be due
252 and all balances due the beneficiaries upon any account properly involved in this litigation. The account will ascertain also if any balance of purchase-money be still due from Murphy, and, if so, a lien is declared on the land for its payment, & a decree will be entered accordingly, & if it should appear that, under the principles of this opinion, Murphy has paid all he contracted to pay, he will be entitled to have his right and title in said land decreed to him.

The costs will be paid by Blevins.

SNEED, *Judge.*

Final decree, Sept. term, 1874.—*Pronounced Dec'r* 17, 1873.

CHARLES ROCKHOLD
vs.
W. D. BLEVINS & OTHERS
and
W. D. BLEVINS & THOMAS ROCKHOLD, executors,
vs.
JOHN A. MURPHY.

253 These causes coming on to be heard, upon the transcript of the record from the chancery court at Blountville, & the record having been read & argument of counsel heard, & the court being of the opinion that there is error in the chancellor's decree, holding that the deft. *Jas.* A. Murphy is liable on account of the confederate money paid W. D. Blevins, executor, in discharge of the unpaid purchase-money due for the tract of land in the pleadings & proof mentioned, & that said John A. Murphy, having paid the full amount of the purchase-money due, which was voluntarily accepted by s'd W. D. Blevins, the court is pleased to order, adjudge, & decree the bill of W. D. Blevins & Thomas Rockhold vs. J. A. Murphy be dismissed, and that all the right, title, & interest that the devisees of Thomas Rockhold, sr., the said Wm. D. Blevins & Thomas Rockhold, executors & trustees, & all other
254 parties to this record have in and to said tract of land so sold & by the deed of S. F. Gammon, former clerk & master of the chancery court at Blountville, conveyed to said John A. Murphy, be divested out of them & vested in the said John A. Murphy in fee.

The court is further of the opinion, & is therefore pleased to order, adjudge, & decree that the confederate money collected by Blevins from John A. Murphy & others was, as to Charles & Thomas Rockhold, invalid & void, & said Wm. D. Blevins & his security must be held to account to said Charles & Thomas Rockhold, in good funds, for all the assets of the estate, including confederate money collected, except the sum paid to the confederate receiver, for which he will be credited upon his account as executor.

The costs of the cause of W. D. Blevins & Thos. Rockhold vs. J. A. Murphy, in the chancery court, will be paid by *by* W. D. Blevins &

Thos. Rockhold, & John P. Hammer, their security in the prosecution bond.

255 And it appearing from the record in the cause that the amount of the assets shown to be in the hands of said W. D. Blevins on the 16 day of May, 1871, was the sum of $15,823.38, & that the disbursements for which he was credited was the sum, with interest included to the 16th of May, 1871, the sum of $4,968.79, leaving to be accounted for the sum of $10,854.59; and it appearing that the sum paid the confederate receiver was $5,000, paid about Sept. 16, '62, which, with interest to the 16th of May, 1871, amounts to the sum of seven thousand six hundred dollars, which, deducted from the amount so shown to be in the hands of said W. D. Blevins, leaves the sum of three thousand two hundred & fifty-four dollars & 58 cents, of which sum Charles Rockhold is entitled to recover, with interest from the 16th of May, 1871, from W. D. Blevins & his securities, John R. Dulany, Robert P. Rhea, & Leander Dryden, the sum of twenty-two hundred & sixteen dollars

256 & 22 cents, for which execution is awarded, but by consent not to issue until six months from this date; & of said sum of $3,254.58 Robert Rockhold, as adm'r of the estate of Thomas Rockhold, jr., is entitled to receive of said Wm. D. Blevins & his said securities the sum of one thousand & thirty-eight dollars & 37 cents, for which execution is awarded, but by consent not to issue until six months after this day.

And on motion of complainant's counsel, Shields, Netherland, & R. M. Barton, a lien is declared upon the recovery of Charles Rockhold & Robert Rockhold, admr. of estate of Thos. Rockhold, jr., to secure their fees in the chancery court & in this court.

The costs of this court shall be paid by the said W. D. Blevins.

Judge Deaderick, being incompetent, did not unite in this decree.

257 [From execution docket.]

Costs of chancery court.

BLEVINS & ROCKHOLD, ADMRS. OF THOS. Rockhold, decd., *vs.* JOHN A. MURPHY. } 3344. Sullivan.

State tax	$5 00
Clk. Mullinix: Filing bill, 25; pros. bond, security & recording, 75; copy of bill, 1,800 words, 1.80; sub. to ans., 75; filing answer, 25; notice, 25; 4 rules on rule-docket, 40; 6 docketings, 60; 2 orders, 50; taking 4 depositions, 4.00; 3 subs., 30; enrolling orders & decrees, 600 words, 60	10 45
Clk. N. J. Phillips: Final decree, ½, 37; entry, 2,200 words, ½, 1.10; 4 orders, 1.00; 2 rules on rule-docket, 20; 1 docketing, 10; enrolling 20,000 words, ½, the fees in this cause, 10.00	12 77
D. shff. Saml. Colbaugh: Serving 3 subs	75
Justice I. W. Sells: Taking 1 deposition	1 00
" J. S. Shangle: Taking 3 depositions	3 00
258 Justice E. D. Rader, taking 4 depositions, (paid by J. A. Murphy)	4 00
Witness W. D. Haynes, 1 day	1 00
E. A. Millard, 2 days	2 00
A. J. Lowery, 1 day	1 00
J. N. Longacre, 1 day	1 00

H. M. Anauls, 1 day	1 00
I. R. Delaney, 1 day	1 00
R. H. Betterton, 1 day	1 00
Alfred Hughes, 1 day	1 00
	$46 97

Decree Dec'r 17, 1873, vs. W. D. Blevins & Thomas Rockhold, & security, John P. Hammer.

Fi. fa. issued April 27, 1874; mailed to N. J. Phillips, C & M.

Costs of supreme court.

CHARLES ROCKHOLD & CONSOLIDATED CAUSE *vs.* WM. D. BLEVINS & OTHERS. } 3343.

	State tax	$5 00
259	Clk. Deaderich: Filing record, 75; security, twice entered, 50; 5 rules, 50; 20 docketings, 200; taxing 2 bills costs, 1.00; decree, 75; entering 500 words, 50; judgment vs. securities, 25; judgment for costs, 25; order to enroll, 25; enrolling 38,000 words, 38; incompetency, 25; order, 25; continuance, 25; 6 notices, 1.50; 2 fi. fas., &c., 1.30; postage, 6; copy of decree for court below, 50; seal, 50....	49 36
	Clk. N. J. Phillips: Transcript, 38,500 words, 38.50; seal, 50; 2 appeal bonds, 1.50; express charges, 25	40 75
		$95 11

Decree Dec. 17, 1873, vs. Wm. D. Blevins; fi. fa. issued Jan. 12, 1874, to N. Gregg, sh'ff; fi. fa. returned satisfied March 9, 1874, by N. Gregg, sh'ff.

Recd. with fi. fa., cash, forty-nine dollars & 36 cents, & endorsement on fi. fa. by s'd Gregg, that he retained $40.75 to pay to C. & M. Phillips. State tax not paid over.

260 Recd. May 2, 1874, of N. Gregg, sh'ff, five dollars, the State tax.

N. J. Phillips' receipt for his costs, $40.75, filed with fi. fa., paid to him by Sh'ff Gregg.

The execution issued Jan. 12, 1874.

State of Tennessee to the sheriff of Sullivan County, greeting:

You are hereby commanded that of the goods & chattels, lands & tenements of William D. Blevins, if to be found in your county, you cause to be made the sum ninety-five $\frac{11}{100}$ dollars, which Charles Rockhold & John A. Murphy, lately in our supreme court of error & appeals at Knoxville, recovered against him, whereof he is liable, as it appears of record, & that you have said money ready to render before the judges of our said court at the court-house in Knoxville, on the second
261 Monday of March next, & have then & there this writ.

Witness J. F. Deaderick, clerk of our said court, at office, the second Monday of September, 1873.

J. F. DEADERICK, *Clk.*

Costs of supreme court.

State tax	$5 00
Clk. Deaderich: Filing record, 75; entering security twice, 50; 5 rules on docket, 50; 20 docketings, 2.00; taxing 2 bills of costs, 1.00; judgment, 75; entering decree, 50; judgment against securities, judgment for costs, 25; order to enroll, 25; enrolling records, 38,000 words, 38.00; suggesting incompetency, 25; order, 25; 1 continuance, 25; 6 notices, 1.50; 2 fi. fas. & copies of costs, 1.30; postage, 6; copy of decree for court below, 500 words, 50; seal, 50	49 36
Clk. N. J. Phillips: Transcript 38,500 words, 38.50; 2 appeal bonds, 1.50; seal, 50; Express charges, 25	40 75
	$95 11

Decree Dec. 17, 1873, vs. W. D. Blevins.

262 (Endorsed:) Fi. fa. Sullivan. 3343. Charles Rockhold vs. Wm. D. Blevins et al. & 1 bill iss'd Jan. 12, 1874.

Came to hand Jan. 12, 1874. I have the money made as commanded, this March 7th, 1874.

N. GREGG, *Shff.*

(Fi. fa. iss'd Apl. 27, 1874. Not now in office, being in shff.'s hands for colect'n.)

STATE OF TENNESSEE:

I, J. F. Deaderick, clerk of the supreme court of said State, at Knoxville, do hereby certify that the foregoing is a full, true, & perfect transcript of the records of the causes therein named, as the same appear of record in my office.

Given under my hand & the seal of said court, at office in Knoxville, this 9th day of June, A. D. 1874.

[SEAL.] J. F. DEADERICK, *Clerk.*

263 UNITED STATES OF AMERICA, *ss:*

[SEAL.] The President of the United States to the honorable the judges of the supreme court of the State of Tennessee, greeting:

Because in the record and proceedings, as also in the rendition of the judgment of a plea which is in the said supreme court, before you, or some of you, being the highest court of law or equity of the said State in which a decision could be had in the said suit between Charles Rockhold, and Thomas Rockhold, William D. Blevins, Leander Dryden, John R. Dulany, Robert P. Rhea, & J. A. Murphy, wherein was drawn in question the validity of a treaty or statute of, or an authority exercised under, the United States, and the decision was against their validity; or wherein was drawn in question the validity of a statute of, or an authority exercised under, said State, on the ground of their being repugnant to the Constitution, treaties, or laws of the United States,
264 and the decision was in favor of such their validity; or wherein was drawn in question the construction of a clause of the Constitution, or of a treaty, or statute of, or commission held under, the United States, and the decision was against the title, right, privilege, or exemption specially set up or claimed under such clause of the said Con-

stitution, treaty, statute, or commission, a manifest error hath happened, to the great damage of the said Charles Rockhold, as by his complaint appears: We being willing that error, if any hath been, should be duly corrected, and full and speedy justice done to the parties aforesaid in this behalf, do command you, if judgment be therein given, that then, under your seal, distinctly and openly, you send the record and proceedings aforesaid, with all things concerning the same, to the Supreme Court of the United States, together with this writ, so that you have the same at Washington, on the second Monday of October next, in the said Supreme Court to be then and there held; that, the record and proceedings aforesaid being inspected, the said Supreme Court may cause further to be done therein to correct that error, what of right and according to the laws and custom of the United States should be done.

Witness the honorable Morrison R. Waite, Chief-Justice of the said Supreme Court, the twenty-fifth day of March, in the year of our Lord one thousand eight hundred and seventy-five.

D. W. MIDDLETON,
Clerk of the Supreme Court of the United States.

Allowed by—

N. H. SWAYNE,
Asso. Jus. Sup. Court U. S.

265 The United States of America to Thomas Rockhold, William D. Blevins, Leander Dryden, John R. Dulany, Robert P. Rhea, and J. A. Murphy, greeting:

You are hereby cited and admonished to be and appear at a Supreme Court of the United States, to be holden at Washington on the second Monday of October next, pursuant to a writ of error filed in the clerk's office of the supreme court of the State of Tennessee, wherein Charles Rockhold is plaintiff in error and you are defendant in error, to show cause, if any there be, why decree rendered against the said plaintiff in error as in the said writ of error mentioned, should not be corrected, and why speedy justice should not be done to the parties in that behalf.

Witness the honorable Noah H. Swayne, associate justice of the Supreme Court of the United States, this twenty-fifth day of March, in the year of our Lord one thousand eight hundred and seventy-five.

(Signed) N. H. SWAYNE,
Asso. Jus. Sup. Court U. S.

266 On this 3rd day of May, in the year of our Lord one thousand eight hundred and seventy-five, personally appeared N. Gregg, shff. of Sullivan Co., Tenn., before me, the subscriber, clerk of the county court of Sullivan County, Tennessee, and makes oath that he delivered a true copy of the within citation to Wm. D. Blevins on the 20th; Leander Dryden, 27th; John R. Dulany, 20th; Robert Rhea, 26th; and J. A. Murphy, on the 21 days of April, 1875.

N. GREGG,
Sheriff of Sullivan County, State of Tennessee.

Sworn to and subscribed the 3d day of May, A. D. 1875.

A. J. COX,
Clerk *Clerk of County Court of Sullivan County, State of Tennessee.*

267 Know all men by these presents that we, Robert M. Rockhold and James T. Shields, are held and firmly bound unto Thomas

Rockhold, Wm. D. Blevins, Leander Dryden, John R. Dulany, Robert P. Rhea, and J. A. Murphy, in the full and just sum of five hundred dollars, to be paid to the said Thomas Rockhold, W. D. Blevins, Leander Dryden, John R. Dulany, R. P. Rhea, & J. A. Murphy, certain attorney, executors, administrators, or assigns; to which payment, well and truly to be made, we bind ourselves, our heirs, executors, and administrators, jointly and severally, by these presents, sealed with our seals, and dated this Feb. 12 day of, in the year of Lord one thousand eight hundred and seventy-five.

Whereas lately, at a supreme court of the State of Tennessee, in a suit depending in said court, between R. M. Rockhold and Thomas Rockhold, W. D. Blevins, Leander Dryden, John R. Dulany, R. P. Rhea, & J. A. Murphy, decree was rendered against the said R. M. Rockhold, and the said R. M. Rockhold having obtained a writ of error and filed a copy thereof in the clerk's office of the said court to reverse the decree in the aforesaid suit, and a citation directed to the said Thomas Rockhold, W. D. Blevins, Leander Dryden, John R. Dulany, Robt. P. Rhea, & J. A. Murphy, citing and admonishing to be and appear at a Supreme Court of the United States, to be holden at Washington the first Monday of December next:

Now, the condition of the above obligation is such that if the said R. M. Rockhold shall prosecute said writ to effect, and answer all damages and costs if he fail to make his plea good, then the above obligation to be void; else to remain in full force and virtue.

ROBERT M. ROCKHOLD, [L. S.]
By sol. JAMES T. SHIELDS. [L. S.]
JAMES T. SHIELDS. [L. S.]

Sealed and delivered in presence of—
P. M. SUETER.

Approved by—
(Signed) N. H. SWAYNE, *Asso. Jus.*

268 The execution of the within bond was this day acknowledged before me, and I do hereby certify that the surety, James T. Shields, is well known to me, and that he is ample security for the amount of the penalty of said bond. Feb. 16, 1875.

Given under my hand and seal of office in Rutledge, Granger County, Tennessee, this the day and year first above written.

[SEAL.] JOSEPH GRIGSBY,
United States Circuit Court Comr., Dist. of East Tennessee.

(Indorsement on cover:) No. 812. Charles Rockhold, plaintiff in error, vs. Thomas Rockhold, William D. Blevins, Leander Dryden, John R. Dulany, Robert P. Rhea, & J. A. Murphy. Tennessee sup. court. Filed 28th October, 1875.

In the Supreme Court of the United States.

OCTOBER TERM, 1875.

CHARLES ROCKHOLD, Plaintiff in Error,

vs.

THOMAS ROCKHOLD, W. D. BLEVINS, L. DRYDEN, J. R. DULANY, R. P. RHEA, and J. A. MURPHY.

No. 812.

Brief on motion to dismiss

This was a bill originally filed in the chancery court for Sullivan county, Tennessee.

The plaintiff, Thomas Rockhold, as one of the legatees under the will of Thomas Rockhold, deceased, by the bill demanded an account from the defendants, Thomas Rockhold and W. D. Blevins, executors of the will of Thomas Rockhold, deceased.

The bill alleged that the entire estate, with an unimportant exception, was bequeathed to the plaintiff and Thomas Rockhold, one of the executors and defendants.

That the plaintiff and defendant, Thomas Rockhold, were citizens of the State of Kentucky;

That the testator and the executor, Blevins, were citizens of Tennessee;

That both executors qualified, but the executorship of the estate was almost entirely managed by Blevins;

That the testator's land was sold under authority granted by the will, to the defendant, Murphy; that Murphy gave his notes for the purchase money; that a part of the money due on said notes was paid to Blevins, as executor, by Murphy in Confederate currency, which he alleged was no payment;

That Blevins pretends he paid the entire assets in his hands to one M. J. Haynes, receiver under the sequestration and confiscation laws of the Confederate States;

That said confiscation laws were void, and payment by Blevins under their authority was a devastavit; that plaintiff was a loyal citizen of the United States;

That Murphy, the purchaser of the land, and Blevins voluntarily reported said fund to the receiver, confederating together for the advantage of Murphy.

Charges general neglect of duty as executor in Blevins. Prays for an account and general relief.

Blevins, in his answer *inter alia*, stated, "That he was required to collect the amount due from Murphy in Confederate money, to be paid over to M. T. Haynes, the receiver of the Confederate States. Respondent thus received of Murphy, in Confederate money, about the sum of $5,004.74, which was paid over to said receiver. *This was done contrary to the wishes of respondent, and it was forced upon him by military power that he could not control.*" (Transcript, p. 5.)

The Supreme Court of Tennessee held that, as to the $5,004.74 collected under compulsion from Murphy and paid under compulsion to the receiver, Blevins was not liable to refund.

As we understand the case, the plaintiff in error, who was also the plaintiff below, assumes that a federal question arose in the case in reference to the ruling of the court below in regard to this payment of $5,004.74, which occurred under the duress brought to bear by the receiver, Haynes.

It will be observed that Blevins does not justify such payment on the ground that Haynes was a lawful authority, but on the ground "*that it was forced upon him by military power that he could not control.*" Transcript, p. 5.

So, likewise, the Supreme Court of Tennessee, in considering this payment to the receiver of $5,004.74, considered it as a matter of military force, and not as a question of legal authority.

The court says: "There can be no doubt that Matthew T. Haynes was the receiver in behalf of the Confederate States of the property and effects of alien enemies, under the authority of law." (Act of Confed. Congress, August, 1861.) There can be no doubt that the region of country where the defendant (Blevins) lived was at the time of these transactions under *absolute military control*, and that said receiver had *the power* to enforce his orders and demands upon the people, and that he was in the habit of doing so under threats. There can be no doubt, either, that the Confederate States, at that time, was in the habit of enforcing all its laws at the point of the bayonet, and that any citizen who disobeyed or defied that brief but gigantic authority did so at *the peril* of his *personal safety*. Whether it was a Government of paramount force or a Government *de facto*, *lawful* or *unlawful*, it was nevertheless a Government with defined jurisdiction and power, and with a *military force at its back* to *compel obedience* to its mandates and to make its laws effectual." Transcript, p. 81.

"Thus situated, he (Blevins) was *required* by a law which he *dared not disobey* to deliver this trust fund to the authorities of the Government to which he owed his allegiance, and which, under the laws of war, had the undoubted power to seize it. A trustee is not required to do that that which is impossible." (Transcript, p. 82.)

The court further remarks: "Blevins and his sureties will be held responsible for the amount ascertained to have been collected by him, not under *military compulsion*, but as to the amount, if any so *collected under compulsion*, he and his securities will not be held responsible." (Transcript, p. 83.)

The amount ascertained to have been collected on compulsion and so paid to the receiver was $5,000. (Transcript, p. 84.)

We submit that no jurisdictional question arises under the above ruling of the Supreme Court of Tennessee.

The plaintiff in error, as we understand it, claims that a federal question arose on the following grounds:

1. Because the Supreme Court of Tennessee sustained the authority of a receiver appointed under the confiscation act of the Confederate Congress, which was in legal effect "an authority under a State."

2. Because the right of a State to secede and form a new government was brought in question and sustained.

3. Because the right claimed by the plaintiff under the clause of the Constitution of the United States, that "the citizens of each State shall be entitled to all privileges and immunities of citizens in the several States was overruled."

In reply to these suggestions of claims to the jurisdiction here, we would remark that the Supreme Court of Tennessee simply decided that the authority of Haynes, as receiver, being sustained by military force which Blevins could not resist, he was excusable for paying the money to the said Haynes. But the court did not decide that the authority of Haynes, as receiver, was a constitutional or lawful authority. The plaintiff in error is, therefore, not warranted in assuming, as he necessarily does, that the court below decided that Haynes' authority was a lawful or constitutional authority.

We submit that no federal question could have arisen upon the facts of this case, as set forth in the pleadings, and, in fact, that no such question did arise and was applied by the court to the case.

In consideration of the premises, we respectfully submit that the writ of error in this case should be dismissed for want of jurisdiction.

WILLIAM W. BOYCE.
Counsel for Defendant in Error Blevins.

In the Supreme Court of the United States.

JANUARY TERM, 1876.

CHARLES ROCKHOLD, Plaintiff in Error,

vs.

THOMAS ROCKHOLD, WM. D. BLEVINS, L. Dryden, J. R. Dulany, R. P. Rhea, and J. A. Murphy.

No. 812.

Motion to Dismiss for want of Jurisdiction..

The validity of an authority exercised under a State, on the ground that it is repugnant to the Constitution and Laws of the United States is expressly drawn in question, and the decision is in favor of the validity of the authority.

The question is distinctly made in the pleadings, and other proceedings as appears of record in this case, that the payments made by the defendants to the sequestration agent of the Confederate States ought not to be admitted as a bar to the right of complainant to a recovery of what it is conceded he would be entitled to recover, but for said payments so made to said confiscation agent, because the pretended laws under which said payments were made, were void and of no legal force, being contrary to the Constitution and laws of the United States, because they tended directly, and was so intended by the defendant to

aid the said illegal government in overthrowing the lawful authority and jurisdiction of the United States, by replenishing its Treasury, and punishing and impoverishing the enemies and opponents of the said unlawful scheme.

The Supreme Court of Tennessee upon the question thus made, sustain the validity of the payments, thus sustaining the validity of the authority under which the agent acted.

In the decree of that Court made in the case the following language is used: "Said W. D. Blevins and his security must be held to account to said Charles and Thomas Rockhold in good funds, for all the assets of the estate, including Confederate money collected, except the sum paid to the Confederate receiver, for which he will be credited upon his account as executor." (Printed Record, 83.)

In the opinion delivered by the same Court in this case the following language is used: "We are of opinion that the defendants are not liable for this fund or any part thereof, upon the ground alone that it was thus seized and confiscated by the authority of the Confederate States." (Printed Record, page 82.)

This we respectfully insist is enough to sustain the jurisdiction of this Court.

Dooley vs. Smith, 13 Wall, 604.
Delmar vs. Insurance Company, 14 Wall, 661.
Railroads vs. Richmond, 15 Wall, 3.
Hall vs. Jordan, 15 Wall, 393.
Pennywit vs. Eaton, 15 Wall, 380.
Murdock vs. City of Memphis, 20 Wall, 590.

It is not a sufficient answer to the proposition that the authority was exercised under the Confederate States, and not under the State of Tennessee.

The State of Tennessee was a party to the establish-

ment and maintenance of this authority de facto, without her consent, previously given by the acts of annexation, and her representatives in the Confederate Congress, the authority complained of, would not have been exercised within her territorial limits. We therefore maintain that in fact the authority under which the legatees were deprived of their property was in legal contemplation as well as in fact an authority exercised under the State of Tennessee, and which authority was clearly repugnant to the Constitution and laws of the United States.

Again we insist that the jurisdiction of this Court may be sustained under the clause of the Judiciary act, which provides, "where is drawn in question the construction of any clause of the Constitution" and "the decision is against the title, right, privilege or exemption specially set up, or claimed by either party," for the right of a State to secede, to annex herself to another and new confederation of States, and thereby to confiscate the property within her borders of citizen of another and non-seceding State under the Constitution, is necessarily drawn in question. The sequestration of the property of the complainant was the direct consequence of the secession of the State from the United States, and the annexation of the State to the Confederate States, and the validity of these acts is so palpably a question involving a construction of the Constitution that it cannot be regarded as debatable. The complainant claims that under the Constitution these acts were all illegal and void, and the decision is against his right and title.

Again the Constitution provides that the citizens of each State shall be entitled to all the privileges and immunities of citizens in the several States. The right to take, hold and dispose of property, real and personal, and for the recovery and protection of the same to institute and maintain actions of every kind in the Courts of the

State, is certainly among the privileges and immunities embraced within this clause, and this without any further liability or restriction than the same right is subject to when claimed by a resident citizen. The complainant and the other legatees had the right to acquire title to this property under the will, and to protect, defend, and collect the same, and under the clause of the Constitution in question no burden or liability could be imposed upon it which similar property of citizens of the State was not subject to.

It is manifest that this provision of the Constitution was violated in the sequestration of this property, and that the owner claimed a title, right, and privilege under it, against which claim the Court decided.

These questions are made by the general statements and charges in the bill; the facts are admitted in the answer of Blevins and the authority of the Confederate States is, in substance, pleaded in defence. (Printed Record, pages 5- .)

The Court expressly decide that the defendant was entitled to a credit for the amount paid to the Confederate receiver, alone upon the ground of the validity of the law under which he acted. (Printed Record, pages 82, .)

But if it does not, in the opinion of the Court, appear in terms that these questions were raised and decided, it certainly does by necessary intendment, and this is sufficient to give jurisdiction. Conwell vs. Randell, and Shoemaker vs. Randell, 10 Peters, 386.

And it further clearly appears from the record that the Court could not have given the judgment without deciding these questions, which is also sufficient.

Armstrong vs. The Treasurer of Athens County, 16 Peters, 281.

Meadbury vs. Ohio, Id., 244.

And in the case of the Bridge Proprietors vs. The Hoboken Company, 1 Wallace, 116, in which all the cases, or many of them, were reviewed, it was held that if the pleadings make a case which necessarily comes within the provisions of the Constitution it is sufficient, without specially setting forth the clauses of the Constitution relied on.

The Court will refuse to dismiss for want of jurisdiction a case brought before it as within the 25th section of the Judiciary act, when they can see a Federal question raised under it, though raised somewhat obscurely, and though they have a clear conviction that the decision of the State Court is correct.

Pennywit vs. Eaton, 15 Wall, 380.

We respectfully insist that the motion to dismiss for want of jurisdiction should be overruled.

HENRY COOPER,
Of Counsel for Plaintiff in Error.